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**TWENTY-FOURTH ANNUAL REPORT**

**OF THE**

**RAILROAD AND WAREHOUSE COMMISSIONERS**

**OF THE**

**STATE OF MISSOURI**

**=**

*YEAR ENDING JUNE 30, 1899.*

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**JOSEPH FLORY, Chairman,**  
**T. J. HENNESSY,**  
**WM. E. M'CULLY,**  
**JAMES HARDING, Secretary.**

**Commissioners.**



**JEFFERSON CITY, MO.:**  
**TRIBUNE PRINTING COMPANY, STATE PRINTERS AND BINDERS**  
**1900.**



# REPORT.

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STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, December 31, 1899. }

Hon. LON. V. STEPHENS, *Governor of Missouri*:

Sir—As required by law, the Railroad and Warehouse Commissioners herewith submit their report for the year ending June 30, 1899, it being the Twenty-fourth annual report of the Commission.

It seems impossible for the railroad companies operating in this State to comply with the law, requiring that annual statements be filed with this Board, not later than September 1 of each year, the statements being for the year ending June 30 preceding.

The Commissioners of other states as well as the Interstate Commerce Commission have the same difficulty as regards the prompt filing of annual statements by railroad companies. It is probably true that delays in this settlement of all transactions for the fiscal year, render it impossible for the returns to be made sooner than they are, and that they cannot be filed within the time specified by law.

A majority of the more important companies file their statements not later than November 1; some, however, do not forward statements until after December 1. Several companies of minor importance are very remiss in this regard, and statements from them are obtained after repeated demands; some companies fail entirely to report.

As stated in previous reports of the Board it is impossible to show earnings, and expenses of railroads or details of operation for Missouri alone, as several of the most important companies, having a heavy volume of traffic within the State, do not separate the item referred to, and any statistics given for Missouri alone regarding these items must be made on averages and consequently incomplete and inaccurate.

The following named companies operating railroads within this State June 30, 1899, failed to file statements, as required by law:

Cassville & Western.

Chester, Perryville & Ste. Genevieve.

Hamilton & Kingston.

Houck's Missouri & Arkansas.

Morley & Morehouse.

St. Clair, Madison & St. Louis Belt.

St. Louis, Kennett & Southern.

Annual statements were not required from the Manufacturers' Railway, Bellevue Valley, Montgomery & Western or Pertle Springs Companies.

The number of companies operating railroads in Missouri June 30, 1899, was 55, including the Kansas City, Pittsburg & Gulf, St. Louis, Kansas City & Colorado and St. Clair, Madison & St. Louis Belt Companies—whose roads were in charge of receivers.

Annual statements received and used in the compilation of this report were filed by 43 companies.

Dividends reported as having been paid during the year, were on the stock of 11 companies operating 24,911 miles of railroad, of which 2,641 miles (or 10.60 per cent.) are in Missouri, as per following table:

	Total mileage operated.	Mileage operated in Missouri.
Atchison, Topeka & Santa Fe.....	4,615.45	293.02
Chicago & Alton.....	843.54	262.81
Chicago, Burlington & Quincy.....	6,230.90	170.91
Chicago Great Western.....	932.01	99.60
Chicago, Milwaukee & St. Paul.....	6,153.50	152.39
Chicago, Rock Island & Pacific.....	3,619.37	286.91
Hannibal & St. Joseph.....	297.30	295.29
Kansas City, St. Joseph & Council Bluff.....	309.50	253.47
Keokuk & Western.....	259.65	84.06
St. Louis & San Francisco.....	1,385.39	567.59
St. Louis, Keokuk & Northwestern.....	264.54	174.74
Totals.....	24,911.15	2,640.79

Dividends paid amounted to \$15,720,478.50, which is six per cent. of \$262,007,975—being an average of \$10,519.75 per mile of road operated by the companies reporting.

Selections from the official correspondence of this office will be found under appropriate heads in part 4 hereof, together with details of formal hearings of complaints. In a great majority of cases satisfactory adjustment of complaint was reached without formal hearings or any expense to complainants.

The case pending in the Supreme Court of Missouri, in the matter of arbitrary charges made by the Missouri, Kansas & Texas Railway Company, was decided in favor of the Commissioners.

An appeal from the decision was afterwards taken to the United States District Court, the question being as to the jurisdiction of the Federal Courts, the State Supreme Court, all concurring, deciding that the Federal Court had no jurisdiction; the finding of the District Court was that the Federal Court has jurisdiction in the case, which has since been taken to the Supreme Court of the United States, so that a long time must elapse before a final decision can be expected. Decision of Missouri Supreme Court will be found hereinafter.

The case of the Commissioners vs. the Chicago, Rock Island & Pacific Railway Company is still pending in Supreme Court.

Complaints against express companies during the year were but very few, and none of them of importance.

Semi-annual statements, as required by section 2571, Revised Statutes of Missouri, 1889, were demanded of and filed by 66 companies. But one company, the St. Clair, Madison & St. Louis Belt, failed to comply with demand; this line is in the hands of a receiver. No violations of the law regarding parallel or competing lines were found.

#### MILEAGE.

The net increase in the main line mileage of railroads in Missouri during the year ending June 30, 1899, was 20.55 miles.

A large amount of mileage is proposed by new organizations. How much of the proposed mileage will be built, it is hard to say. Railroads are much more easily built on paper than on the ground. Extensions and connections necessary for the development of some of the older lines may be expected. The great advance in price of materials may check railroad construction to a considerable extent.

#### SAFETY APPLIANCES.

In former reports the Commissioners have given their views regarding appliances for reducing as far as possible the number of casualties incident to railroad operations. Interlocking devices, which are in general use at terminal station, could be applied at many points in the State, now unprovided with them, and would be for the benefit of the railroad companies and add to the safety of the public. The General Assembly of 1899 took no action in this regard, however, and interlocking devices will be put in only where absolutely required by the companies themselves.



In their report of 1896, the Board recommended legislation requiring the use of electric headlights, at least on passenger locomotives in this State, but no action was taken by the General Assembly; since that time, however, the passenger engines on the main lines of the Kansas City, Fort Scott & Memphis and Missouri Pacific have been equipped with electric headlights, and no doubt engines of other lines will soon be so equipped. This, in the opinion of the Commissioners is one improvement which cannot be too quickly adopted by all lines, and for freight as well as for passenger engines, there being no doubt that with electric headlights in general use, and arranged to meet requirements necessary to throw the light directly ahead at all times, a very marked reduction in accidents will follow.

The blocking of frogs and guard-rails remain as at date of last report; no change has been made in the law regarding this matter and the conditions are not satisfactory.

The lighting of passenger cars by the "Pintsch" system is rapidly coming into general use, whereby the safety and comfort of the public is greatly benefited.

The use of automatic couplers and air brakes is rapidly becoming general for freight as well as passenger cars.

The following statement shows the per centage of freight cars equipped with automatic couplers on lines of companies operating in Missouri:

	June 1, 1899.	Dec. 31, 1899.
Atchison, Topeka & Santa Fe.....	79 per cent	.....
Chicago & Alton.....	83 "	.....
Chicago, Burlington & Quincy (all lines).....		87 per cent.
Chicago Great Western.....	77 "	.....
Chicago, Milwaukee & St. Paul.....	99 "	.....
Chicago, Rock Island & Pacific.....	97 "	.....
Kansas City, Ft. Scott & Memphis.....	69 "	.....
Keokuk & Western.....		99 "
Missouri, Kansas & Texas.....	64 "	.....
Missouri Pacific.....	72 "	.....
St. Louis, Iron Mountain & Southern.....	70 "	.....
St. Louis & Hannibal.....	57 "	.....
St. Louis & Western.....	75 "	.....
Wabash.....	82 "	.....

More than 90 per cent. of the locomotives in use in Missouri are equipped with driving wheel steam brakes.

By action of the Interstate Commerce Commission, December 21, 1899, the time within which all trains carrying interstate traffic must be equipped with power or train brakes, so that the speed of train can be controlled from the engine, and all cars used in such traffic must be equipped with automatic couplers, was extended seven months from January 1, 1900.

#### COMPLAINTS REGARDING RATES.

But few complaints were received regarding passenger rates. The classification as provided in section 2672, Revised Statutes, 1889, divides the railroads of this State into three classes—A, B and C. Class A includes "all through or trunk line railroads;" class B includes all branch roads "owned, leased or occupied" by such through or trunk line companies, and class C includes all railroads not included in classes A and B.

The law, not specifying the conditions necessary to constitute through or trunk line roads, leaves the classification of some of the lines a matter of doubt. The Commissioners' ruling has been, that railroads having terminals at large towns with connections with important railroads in such towns, come properly within the meaning of section 2672, and are through or trunk lines. This ruling, however, has not always been acquiesced in by railroad companies. In some cases, where the actual conditions remain as when passed upon by the Board the technical conditions have become very different and a reversal of the ruling first made has been deemed proper—for instance, the Wabash Company, formerly controlled and operated three lines of railroad, extending from Brunswick, Mo., to Council Bluff, Iowa, the lines being the Brunswick & Chillicothe, St. Louis, Council Bluffs & Omaha, and Omaha & St. Louis railroads, the three constituting a continuous line from Brunswick to Council Bluffs, and offering proper facilities by connection with the Wabash at Brunswick, for through traffic, passenger and freight to and from St. Louis. The Commissioners decided this to be a through or trunk line railroad within the meaning of the law. Afterwards, however, the Omaha & St. Louis passed from the control of the Wabash Company, which still retained the two lines between Pattonsburg and Brunswick. The Omaha & St. Louis Company was then operated in the same interest with the Omaha, Kansas City & Eastern Railway Company, which built a new line from Pattonsburg to Trenton, and secured operating control of the Quincy, Omaha & Kansas City Railway from Trenton to Quincy, Ill., thereby changing as far as possible the direction of through traffic to and from Omaha. This

had under the Wabash management been from and to St. Louis. The new arrangement changed the terminus of the Wabash lines from Council Bluffs (practically Omaha) to Pattonsburg making the Wabash Company dependent upon the Omaha & St. Louis Company for traffic coming from or going to points above Pattonsburg. The local passenger rates were advanced by the Wabash Company between all points from Brunswick to Pattonsburg to three and half cents per mile, this being one-half cent per mile less than the Statute rate of 4 cents per mile as allowed for class B roads. Complaints were made of this increase. The Wabash Company claimed that as they no longer controlled the line from Brunswick through to Council Bluffs, and operated the lines from Brunswick to Pattonsburg only, they should not be required to conform to the passenger rates as prescribed by law for roads in class A. Actually, through rates can be had from St. Louis to Council Bluffs, as under the old arrangement, but legally the contention of the Wabash seemed to be well founded and the increase in passenger fares was approved, the Commissioners being of the opinion that the two lines from Brunswick to Pattonsburg were branch roads, and coming within the requirements for roads in class B.

The Commissioners also by their order made November 21, 1899, declared the Keokuk & Western railroad to be in class A, as by the acquirement of the Des Moines & Kansas City railroad, the first named company have a through line from Keokuk, Ia., to Des Moines, Iowa, both being important towns with trunk line roads running through them. This action of the Board was objected to by the management of the Keokuk & Western roads, and correspondence was had regarding the matter, which, with action of the Board, will be found in part IV hereof.

Frequent complaints are made regarding freight rates in cases where freights pass from one road to another, each line charging its own local rates.

Section 2675, Revised Statutes, 1889, provides that "in computing the rates of freight according to the provisions of this article, the distance shall be computed from the point where it is received in this State, notwithstanding it may pass from one road to another."

The Commissioners from time to time made their rulings in accordance with the meaning of the statute quoted, as they understood it, but generally without compliance on the part of the railroad companies. Finally a suit was brought by a prominent shipper of Lebanon, Mo., in the Dallas Circuit Court against the St. Louis & San Francisco Railway Company to recover alleged over-

charges and damages, consequent upon the refusal of that company to receive, and sent through to St. Louis grain shipped from Lebanon, at the rate prescribed by law for distance hauled. The charges made and collected, were local charges of the St. Louis & San Francisco Company from Lebanon to Pacific, and the Missouri Pacific Company from Pacific to St. Louis. A verdict was rendered for plaintiff for the sum of \$9,360. An appeal was taken to the Supreme Court where (October term, 1884,) the judgment was reversed. *Owen vs. St. Louis & San Francisco Railway Company*, 83 Mo. 454.

The ruling of the Court is, in effect, that whilst railroads may properly make joint tariff agreements and arrangements for the through carriage of freight, such agreements are not compulsory, and in their absence, each road can charge and collect its local rates to its terminus.

This ruling of the Supreme Court is carried out in section 2640, Revised Statutes, 1889 (Laws of Mo. 1857, p. 17, extra session), which provides that where railroad companies establish joint rates, fares or charges, tariff of such joint rates shall be filed with the Railroad Commissioners, who must see that such joint rates are reasonable.

Following the decision of the Supreme Court, the Board allows a local charge for each road interested (in cases where no joint tariff exists), where freights pass from one road to another, requiring, of course, that such local rates must be reasonable.

Correspondence, under appropriate heads and relating to rates, demurrage, switching charges, car supply, track connections, spur tracks, stations, station houses, etc., will be found in part IV hereof.

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## NEW ORGANIZATIONS, ETC., FOR YEAR ENDING JUNE 30, 1899.

### FLAT RIVER VALLEY RAILROAD COMPANY.

Organized for a term of fifty years for the purpose of constructing, maintaining and operating a standard gauge railroad from a point on the Mississippi river, in Perry county, Mo., opposite the City of Chester, Ill.; thence through or near the town of St. Marys, Ste. Genevieve county, Mo., to the town of Farmington, in St. Francois county, Mo., and thence by the most practicable route to the town of Irondale, on the St. Louis, Iron Mountain & Southern Railway, in Washington county, Mo. Length of railroad, about 60 miles,

located in the counties of Perry, Ste. Genevieve, St. Francois and Washington, all within the State of Missouri.

Capital stock, 6,000 shares; par value, \$100 each.

Directors—Charles B. Cole, Charles Hamilton, C. H. Sharman, H. J. Courtwell and Edward Whittaker.

Articles filed July 28, 1898.

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#### LEAD BELT RAILWAY COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railway for public use in the conveyance of persons and property for the term of 999 years, to be constructed from a point on the Mississippi river and Bonne Terre Railway, near Central station to the Theodore shaft of the Central Lead Company, with necessary spurs and side tracks, all in St. Francois county, Mo. Length of road, 4 miles.

Capital stock, 400 shares; par value, \$100 each.

Directors—Arthur Hacker, Wm. E. Guy, H. J. Courtwell, F. H. Ludington, Wm. T. Gould, J. H. Bethune and C. S. Rodgers, all of St. Louis, Mo.

Articles filed August 9, 1898.

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#### NORTHERN RAILROAD COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for a term of 50 years, commencing at a point in Clinton county, Mo., at or near Trimble, formerly called "Carpenter's Store," thence in a general northerly direction through the counties of Clinton and Buchanan to the town of Gower, in Buchanan county. Length of road about 11 miles, with power to make extensions and build branches from main line as may be hereafter determined by the directors.

Capital stock, 1,250 shares; par value, \$100 each.

Directors—Robert Gillham, C. Bradley, J. T. Nolthenius, T. B. Wilcox and B. N. Simpson, all of Kansas City, Mo.

Articles filed September 2, 1898.

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#### OREGON & MISSOURI NORTHERN RAILWAY COMPANY.

Organized for the purpose of constructing, equipping and operating a standard gauge railroad for the term of 99 years from a point on the Kansas City, St. Joseph & Council Bluffs Railroad, in Holt

county, Mo., to the town of Oregon in said county, a distance of five miles.

Capital stock, 10,000 shares; par value, \$10 each.

Directors—Irving H. Wheatcraft, St. Louis, Mo.; Charles Wiggins, St. Louis, Mo.; E. M. Kidder, St. Louis, Mo.; A. J. Clark, New Orleans, La.; D. S. Arnold, Jr., Sweetland, Tex.

Articles filed September 3, 1898.

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#### KANSAS CITY INTER-URBAN RAILWAY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for a term of 999 years, to be built from Kansas City, Mo., to Lee's Summit, Mo., a distance of 20 miles.

Capital stock, 3,000 shares; par value, \$100 each.

Directors—Henry G. Pest, Henry Pfeiffer, B. H. Chapman, Chas. H. Matthews and Charles H. Chapin, all of Kansas City, Mo.

Articles filed September 10, 1898.

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#### AMENDMENT TO ARTICLES OF ASSOCIATION OF ST. LOUIS, FENTON & SOUTHWESTERN RAILWAY COMPANY.

Amendment provides for a branch from main line, from point where said line intersects a tract of land belonging to Anderson Bowles; thence northeastwardly through the county and city of St. Louis to a point on the Mississippi river at or near the mouth of the river Des Peres.

Articles filed October 12, 1898.

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#### FARMINGTON & IRONDALE RAILWAY COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for the term of 999 years.

To be constructed from a point at or near Irondale, Washington county, Mo., to the city of Farmington, in St. Francois county, Mo., with necessary spurs and side tracks. Length of road, 20 miles.

Capital stock, 2,000 shares; par value, \$100 each.

Directors—H. J. Cantwell, W. F. Carter, A. N. Sager, J. W. Evans and E. H. Wagner, all of St. Louis.

Articles filed November 21, 1898.

**LEASE OF THE GRAYS POINT TERMINAL RAILWAY TO THE ST. LOUIS  
SOUTHERN RAILWAY COMPANY.**

Term of lease, 50 years.

Railway leased, commencing at Delta, Mo., and extending to Gray's Point, Mo., a distance of 14 miles, together with all rights, privileges, depot grounds, side tracks, and all appurtenances.

Formal agreement of stockholders in the two companies to the lease aforesaid also incorporated in lease filed.

Filed December 22, 1898.

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**MISSOURI MIDLAND RAILWAY COMPANY.**

Organized for the purpose of constructing, maintaining and operating a standard gauge railway for public use, in the conveyance of persons and property for the term of 999 years.

To be constructed from the city of Columbia, in Boone county, and terminating at or near Kennard or Huntsdale, on the Missouri, Kansas & Texas Railway, the distance being 9 miles.

Capital stock, 1,000 shares; par value, \$100 each.

Directors—Charles Wiggins, Daniel B. Ely, E. M. Kidder, Lon O. Hocker of St. Louis, Mo., and B. M. Anderson of Columbia, Mo.

Articles filed December 27, 1898.

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Certificate of purchase of the Northern Railway by the Kansas City & Northern Connecting Railroad Company.

Road extending from Trimble, Clinton county, on line of K. C. & N. Connecting Railroad, to Gower, Buchanan county, on line of A., T. & Santa Fe R'y.

Certificate filed January 21, 1899.

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**MISSOURI TERMINAL RAILWAY COMPANY.**

Organized for the purpose of constructing, purchasing, acquiring, maintaining and operating a railway or railroad for public use in the transportation of persons and property for hire, with power and right of acquiring and enjoying the right to run upon and use any other railroad or railway along its proposed line, in such manner as may be now or hereafter by law provided.

Term, 50 years.

To build, construct, operate and maintain a single track and double track broad gauge passenger and freight railroad from a point at or near the intersection of Biddle street and First street, in the city of St. Louis, Mo., thence in a southerly direction to a point at or near the intersection of Cherokee street and Lemp avenue; also from a point at or near the east line of the wharf, between Sidney and Arsenal streets, in a westerly direction to Third street; thence in a northerly direction to Plum street; thence in an easterly direction to a point near the east line of the wharf, between Valentine street and Chouteau avenue; also from the intersection of Plum and Second streets in a northerly direction to Washington avenue; thence in an easterly direction to the east line of First street, in said city of St. Louis, a total distance of seven and one-half miles.

Capital stock, 750 shares; par value, \$100 each.

Directors—Valle Reyburn, Henry Vierling, L. E. Anderson, C. H. McMillan, Geo. W. Wilson, Jesse B. Moberly, John H. Kruse, John C. Kenney and John P. Rodgers, all of St. Louis, Mo.

Articles filed February 24, 1899.

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SPRINGFIELD, HARRISON & SOUTHERN RAILWAY COMPANY.

Organized for the purpose of constructing, maintaining and operating a railroad of standard gauge for public use in the conveyance of persons and property from a point at or near Springfield, Greene county, Mo., to and through Christian, Stone and Taney counties, in Missouri, to a point on the north line of the state of Arkansas; thence into Boone county, Arkansas, to the town of Harrison, in said county, with branches therefrom through or into Newton county, Marion county and Searcey county, in the state of Arkansas. Length of road, approximating 65 miles in Missouri and 100 miles in Arkansas.

Capital stock, 20,000 shares; par value, \$100 each.

Directors—D. B. Lott, St. Louis, Mo.; Archibald Woods, St. Louis, Mo.; O. E. Owens, St. Louis, Mo.; L. T. Woods, St. Louis, Mo.; A. T. Clark, Belleville, Ill.

Articles filed February 28, 1899.

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ST. LOUIS, IOWA & NORTHERN RAILWAY COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad, with telegraph and telephone line, for public use, in the conveyance of persons and property, for the term of 100 years.



Beginning at or near the town of Eldon, Wapello county, Iowa, thence in a generally southerly direction through the counties of Wappello, Davis and Van Buren, in the state of Iowa, to a point in, at or near the southwest corner of the county of Van Buren, south of the town of Milton, Iowa, and thence in a general southerly direction, in the State of Missouri, through the counties of Scotland, Knox, Shelby, Monroe, Audrain, Callaway and Montgomery, to a point in Montgomery county, on the Missouri river, and thence in a general southeasterly direction through the counties of Gasconade, Franklin and St. Louis, to a point in, at or near the city of St. Louis, with a total mileage of 274 miles standard gauge, of which 25 miles will be in the state of Iowa and 249 miles in the State of Missouri.

Capital stock, 30,000 shares; par value, \$100 each.

Directors—S. H. Sawyers, J. E. Houghland, J. S. Barley, Chas. S. Bierce and H. R. Baker of Eldon, Iowa; William M. Mitchell, William M. Mitchell, Jr. and H. R. Berry of St. Louis, Mo., and G. D. Crego of Centerville, Iowa.

Articles filed March 1, 1899.

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#### MISSOURI, KANSAS & NORTHERN RAILWAY COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad, beginning at or near the town of Savannah, in Andrew county, Mo.; thence running in a northwesterly direction, by most advantageous route, into and across the counties of Nodaway, Holt and Atchison, Mo., terminating at the town of Tarkio, Atchison county, Mo., a distance of 50 miles, the intention being to ultimately extend the line northerly from Tarkio to the city of Omaha, Neb., and southerly from Savannah to St. Joseph and Kansas City, Mo. Term, 50 years.

Capital stock, 60,000 shares; par value, \$10 each.

Directors—Robert S. Doubleday, Reuben A. Reese, Mace Stewart, Alexander Konta and Carl C. Brown.

Articles filed March 3, 1899.

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#### ST. JOSEPH SWITCH AND TRANSFER COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railway for public use in the conveyance of persons and property for a term of 50 years. To be constructed in the city of St. Joseph and Buchanan county, Mo., from some convenient

point on or near the northern limits of said city, extending southward through said city to a point five miles from point of beginning.

Capital stock, 500 shares; par value, \$100 each.

Directors—W. B. Johnson, John A. Duncan, W. M. Rush, J. W. Brockett, Jno. F. Tyler, J. W. Boyd, R. H. Faucett, all of St. Joseph, Mo.

Articles filed March 25, 1899.

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CHESTER, PERRYVILLE & STE. GENEVIEVE RAILWAY COMPANY.

Organized for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property for a period of 100 years. To be built from a point opposite the city of Chester, Ill., and known as West Chester, thence to Perryville and via St. Mary's to Ste. Genevieve, a distance of (approximately) 30 miles, along and over the line of railroad heretofore surveyed, constructed and operated by the Chester, Perryville, Ste. Genevieve & Farmington Railroad Company, and which said railroad this company is organized to acquire by purchase.

Capital stock, 3,000 shares; par value, \$100 each.

Directors—Jno. Tlazeck, St. Mary's Mo.; Edw. Hidden, St. Louis, Mo.; Jno. W. Fristoe, St. Louis, Mo.; Edw. F. Blomeyer, Cape Girardeau, Mo.; Thos. L. Phillips, Perryville, Mo.; Louis B. Houck, Cape Girardeau, Mo.

Articles filed March 31, 1899.

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KANSAS CITY, ST. JOSEPH & OMAHA RAILROAD COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for a period of 99 years. To be built from Kansas City, Mo., through the counties of Jackson, Clay, Platte, Clinton, Buchanan, Andrew, Nodaway, Holt and Atchison, in the State of Missouri, length of line to be approximately 127 miles.

Capital stock, 19,050 shares; par value, \$100 each.

Directors—James H. Pickering, Gouverneur Morris, E. F. Swinney, Charles N. Atkinson of Kansas City; Chas. R. Berry, Milton Tootle, Jr., of St. Joseph; Wm. F. Rankin, David Rankin of Tarkio, and Charles D. Zork of Oregon, Mo.

Articles filed April 10, 1899.

BRENTWOOD, CLAYTON & ST. LOUIS RAILROAD COMPANY.

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for a period of 999 years from a point in the line of the St. Louis & Kirkwood railroad, in the county of St. Louis, between the north and south road and the Hanley road; thence in a general northeast direction through the town of Clayton to a point within the city of St. Louis, a distance of 7 miles.

Capital stock, 700 shares; par value, \$100 each.

Directors—Thomas C. Kimber, Clinton L. Caldwell, Hunt Turner and Geo. F. Minns of St. Louis and Robert Lehman, St. Louis county, Mo.

Articles filed April 20, 1899.

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Assent of stockholders to the sale and assignment by the St. Louis & Kirkwood Railroad Company to the Brentwood, Clayton & St. Louis Railroad Company of rights, privileges and franchises of the said St. Louis & Kirkwood Railroad Company.

Filed April 24, 1899.

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Assent of stockholders of the Brentwood, Clayton & St. Louis Railroad Company to the purchase and assignment of the St. Louis & Kirkwood Railroad.

Articles filed April 24, 1899.

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Certificate of assent of stockholders in the Greenfield & Southern Railroad Company to the sale of said railroad with all its appurtenances to the Kansas City, Ft. Scott & Memphis Railroad Company.

Filed April 28, 1899.

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Certificate of assent of stockholders in the Kansas City, Ft. Scott & Memphis Railroad Company to the purchase of the Greenfield & Southern Railroad.

Filed April 28, 1899.

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CITY TERMINAL RAILWAY COMPANY.

Organized for the construction, maintenance and operation of a standard gauge railroad for the public use in the conveyance of persons

and property for the period of 99 years from and to points in Kansas City, Mo., with a length of five miles.

Capital stock, 500 shares; par value, \$100 each.

Directors—Frank Hagerman, J. V. C. Karnes, J. Lathrup Karnes, Oscar Hachland and Edwin A. Krauthroff, all of Kansas City, Mo.

Articles filed May 3, 1898.

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**SOUTHERN MISSOURI & ARKANSAS RAILROAD COMPANY.**

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for a period of 100 years, to be built from the city of Cape Girardeau, Mo., to Current river in the county of Carter, Missouri. Company is also organized to acquire by purchase, and to maintain and operate the railroad known as the St. Louis, Cape Girardeau & Ft. Smith Railroad, extending from Cape Girardeau to Hunter, Carter county, and to extend said railroad to Current river. Length of road, 100 miles.

Capital stock, 10,000 shares; par value, \$100 each.

Directors—Norman Erb and Albert S. Bard of New York City; Edward Hidden of St. Louis, Mo.; Henry L. Lamb of Lansingburg, N. Y.; Costello Lippitt of Norwich, Conn.; Louis Houck and Leon J. Albert of Cape Girardeau, Mo.

Articles filed May 3, 1899.

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**MEMPHIS & ST. LOUIS RAILROAD COMPANY.**

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for the period of 50 years, to be constructed from the line of the St. Louis & Memphis Railroad Co., at or near Portageville, New Madrid county, Mo., southerly into Pemiscot county, Mo., to a point on the south line of township 18, in Pemiscot county. Length of road to be 20 miles.

Capital stock, 2,000 shares; par value, \$100 each.

Directors—Seth S. Barnes, Laura Barnes, Wm. A. Barnes, Cora L. Barnes and Charles M. Barnes, all of New Madrid, Mo.

Articles filed May 19, 1899.

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Assent of Stockholders in the St. Louis & Memphis Railroad Company, to a subscription by the said company to the stock of the Mem-

phis & St. Louis Railroad Company, and to the furnishing of such aid to the last named company as will secure its construction.

Certificate filed June 7, 1899.

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**ST. LOUIS, MOREHOUSE & SOUTHERN RAILROAD COMPANY.**

Organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property for a period of 50 years, from the town of Morehouse, New Madrid county, Mo., to the town of Pascola, Pemiscot county, Mo., a distance of 45 miles, the road to be constructed in the counties of New Madrid, Stoddard and Pemiscot, Mo.

Capital stock, 4,500 shares; par value, \$100 each.

Directors—Isaac Himmelberger, Logansport, Ind.; Jno. H. Himmelberger, Morehouse, Mo.; Wm. H. Marshall, Morehouse, Mo.; Otto Kochtitzky, Farmington, Mo.; Clarence Brown, Toledo, O.; Wm. H. Harrison, Toledo, O.

Articles filed June 17, 1899.

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**GRAIN INSPECTION AND WAREHOUSE DEPARTMENT.**

Matters pertaining to the operations of the Warehouse and Grain Inspection Department, together with the annual report of the Chief Inspector and Warehouse Registrar for year ending December 31, 1899, are printed herewith, being Part V of this report.

For tabulated statistics, official correspondence, and doings of the Board, you are referred to Parts II, III, IV and V hereof.

Respectfully submitted,

JOSEPH FLORY,

T. J. HENNESSEY,

WM. E. M'CULLY,

Railroad and Warehouse Commissioners of Missouri.

## PART II.

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*Matters Pertaining to Mileage, Capital Stock, Funded and Floating Debt, Earnings, Expenses, Income and Disbursements, Physical Conditions, etc., of Railroads in Missouri, for the Year Ending June 30, 1899.*

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Annual statements were received from 46 companies owning or operating railroads within the State of Missouri. Of these statements 44 were made by operating companies.

The statements generally are quite complete in details, although many lack statistical information regarding operations for Missouri alone, and some are nearly worthless.

Some of the statements, made by companies operating lines of minor importance, contain very little information of value in the compilation of statistics. The reason for this lack of information probably is that a very small operating force is employed by these companies, and details cannot be given the attention necessary to enable their clerical force to answer the interrogatories contained in the blank forms furnished from this office, on which to make annual statements.

### RAILROADS IN MISSOURI.

Including main and branch lines, there were in this State June 30, 1899, 147 railroads operated by 51 companies. Street railroads, logging roads and lines operated by electricity are not included in this statement. For details of mileage, see Table No. 1, of Part III hereof.

Twelve companies control 88.73 per cent. of the railroad mileage of Missouri, as follows;

	Miles.	Per cent.
Atchison, Topeka & Santa Fe.....	293.02	4.28
Chicago & Alton.....	263.41	3.84
Chicago, Burlington & Quincy.....	1,019.75	14.91
Chicago, Milwaukee & St. Paul.....	140.27	2.07
Chicago, Rock Island & Pacific.....	233.35	3.40
Kansas City, Ft. Scott & Memphis.....	541.11	7.90
Kansas City, Pittsburg & Gulf.....	494.30	7.21
Missouri, Kansas & Texas.....	493.25	7.20
Missouri Pacific.....	1,236.64	18.07
St. Louis & San Francisco.....	717.84	10.49
St. Louis & Southwestern.....	143.30	2.08
Wabash.....	497.51	7.29
	6,473.75	88.73

#### PROPORTION OF RAILROAD MILEAGE TO TERRITORY AND POPULATION.

June 30, 1899, there were 10.76 miles of railroad (main line, single track) to each 100 square miles of territory (land area) in Missouri, and estimating the population at 3,300,000, one mile of railroad to each 484 inhabitants.

#### PROGRESS OF CONSTRUCTION.

The increase of railroad mileage in Missouri since 1875 (the year in which the Railroad Commission was established), is 3,795 miles, being an average of 158.13 miles per year.

Progress since 1851, is shown in the following table:

Year.	Increase during year.....	Miles in use at close of year..	Year.	Increase during year.....	Miles in use at close of year..	Year.	Increase during year.....	Miles in use at close of year..	Year.	Increase during year.....	Miles in use at close of year..
1851.....	0	0	1863.....	30	868	1875.....	170	3,050	1887.....	584	5,672
1852.....	5	5	1864.....	57	925	1876.....	90	3,140	1888.....	252	5,924
1853.....	32	37	1865.....	0	925	1877.....	50	3,190	1889.....	38	5,962
1854.....	0	37	1866.....	0	925	1878.....	60	3,250	1890.....	164	6,126
1855.....	103	140	1867.....	130	1,055	1879.....	367	3,617	1891.....	38	6,164
1856.....	4	144	1868.....	299	1,354	1880.....	390	4,007	1892.....	240	6,404
1857.....	174	318	1869.....	358	1,712	1881.....	227	4,234	1894* +..	131	6,525
1858.....	229	547	1870.....	228	2,000	1882.....	267	4,501	1895*.....	39	6,564
1859.....	177	724	1871.....	580	2,580	1883.....	114	4,615	1896*.....	47	6,611
1860.....	93	817	1872.....	93	2,673	1884.....	126	4,741	1897*.....	7	6,618
1861.....	21	838	1873.....	185	2,858	1885.....	276	5,017	1898*.....	206	6,825
1862.....	0	838	1874.....	32	2,890	1886.....	71	5,088	1899.....	20	6,845

The following counties are still without railroads within their limits: Dallas, Douglas, Maries, Ozark, Stone and Taney.

## MILEAGE.

Not including second, third and fourth tracks, the main line mileage in Missouri, June 30, 1899, was 6,844.87 miles, showing an increase of 20.55 miles since June 30, 1898. The track of the Cherry Valley Railroad, has been taken up and the road abandoned, reducing the main line mileage of the State six miles.

The actual new main line mileage for the year ending June 30, 1899, is as follows:

	Miles.
Chester, Perryville & Ste. Genevieve, St. Marys to Ste. Genevieve .....	7.94
Kansas City, Eldorado & Southern, W. Eldorado to Eldorado. ....	1.00
Kansas City & Northern Connecting, Trimble to Gower.....	10.50
St Louis & Memphis, Paw Paw Junction to Portageville.....	13.50
	32.94
Mileage not before included in mileage statement—	
Louisville & Nashville, track at St. Louis.....	.15
Leavenworth Bridge & Terminal Co.....	.93
	34.02
Deduct, Cherry Valley R. R., abandoned .....	6.00
	28.02
Deduct net decrease by reason of correction in mileage, sundry lines.....	7.47
Net increase, main line.....	20.55

Statements of second, third and fourth tracks, main line, show an increase of 2.88 miles.

By some means, very considerable errors have been made in previous statements of mileage of yard tracks and siding, the mileage given being greater than actual amount. Corrected statements show a decrease in this item of 50.04 miles. There has been no decrease in actual mileage of these tracks, but the statements made in former report were not correct.

Comparison with statement of mileage of tracks as made in last report shows as follows:

	Main line, Single track.	2d, 3d and 4th tracks.	Yard tracks and sidings.
June 30, 1899.....	6844.87	100.16	1523.42
June 30, 1898.....	6824.32	97.95	1573.46
Increase .....	20.55	2.21	
Decrease.....			50.04

Net decrease, all tracks, 27.28 miles



The mileage stated in all standard gauge, excepting as follows:

Missouri Southern Railway.....	29.15
Sedalia, Warsaw & Southwestern Railway.....	42.30
Total.....	71.45

These two roads being three feet or narrow gauge.

#### COST OF RAILROADS.

The cost of construction and equipment of the railroads owned by companies reporting to this office up to June 30, 1899, is reported as follows:

Atchison, Topeka & Santa Fe.....	\$392,226,898 00
Chicago & Alton.....	32,178,927 00
Chicago, Burlington & Kansas City.....	9,015,890 00
Chicago, Burlington & Quincy.....	226,752,658 00
Chicago Great Western.....	57,010,871 00
Chicago, Milwaukee & St. Paul.....	218,506,635 00
Chicago, Rock Island & Pacific.....	107,521,183 00
Crystal Railway.....	30,000 00
Current River Railroad.....	3,221,522 00
Eureka Springs Railway.....	1,500,000 00
Hannibal & St. Joseph.....	24,044,784 00
Kansas City Belt.....	2,233,668 00
Kansas City, Clinton & Springfield.....	5,040,971 00
Kansas City Excelsior Springs & Northern Railway.....	125,205 00
Kansas City, Ft. Scott & Memphis.....	30,536,914 00
Kansas City & Northern Connecting.....	6,004,129 00
Kansas City, Pittsburg & Gulf.....	22,748,658 00
Kansas City, St. Joseph & Council Bluff.....	13,514,920 00
Kansas City, St. Louis & Chicago.....	5,021,800 00
Kansas City Suburban Belt.....	8,749,200 00
Keokuk & Western.....	5,495,386 00
Mississippi River & Bonne Terre.....	1,115,688 00
Missouri, Kansas & Texas.....	140,504,065 00
Missouri Pacific.....	51,771,508 00
Missouri Southern.....	227,786 00
Omaha, Kansas City & Eastern.....	3,004,174 00
Omaha & St. Louis.....	5,078,078 00
Paragould Southeastern.....	237,636 00
Rock Port, Langdon & Northern.....	80,000 00
Sedalia, Warsaw & Southwestern.....	516,000 00
Southern Missouri & Arkansas.....	1,825,000 00
St. Louis & Hannibal.....	1,094,640 00
St. Louis, Iron Mountain & Southern.....	68,618,286 00
St. Louis, Kansas City & Colorado.....	3,851,300 00
St. Louis, Keokuk & Northwestern.....	16,460,388 00
St. Louis & Memphis.....	62,720 00
St. Louis Merchants' Bridge Terminal.....	4,810,982 00
St. Louis & San Francisco.....	87,274,383 00
St. Louis Southwestern.....	48,270,184 00
St. Louis Transfer Railway.....	514,344 00
Terminal Railroad, St. Louis.....	11,830,427 00
Wabash Railroad.....	135,083,500 00
Williamsville, Greenville & St. Louis.....	773,130 00
Louisiana & Missouri River.....	5,198,700 00
Total.....	\$1,759,628,786 00

Mileage, 36,126 miles.

Average road and equipment per mile, \$48,702.50.

It is impossible from any data obtainable by this Board to state the cost of the construction and equipment of railroads within the limits of Missouri.

## CAPITAL STOCK AND DEBT, JUNE 30, 1899.

As reported to this office the aggregate capital stock and scrip, representing 35,946 miles of railroads, was as follows:

Common stock.....	\$638,869,403 00
Preferred stock.....	278,336,959 00
Debenture scrip.....	12,668,253 00
Total.....	<u>\$929,874,615 00</u>
Average capital stock per mile.....	\$25,870 00

Aggregate debt, as reported, representing 36,307 miles of railroad, was as follows:

Mortgage bonds.....	\$856,155,211 00
Income bonds.....	63,642,607 00
Equipment bonds.....	7,808,715 00
Total bonds.....	<u>\$927,606,533 00</u>
Miscellaneous obligations.....	51,894,033 00
Total debt.....	<u>\$979,500,566 00</u>
Average bonds per mile.....	\$25,549 00
Average total debt per mile.....	\$26,978 00
Cash assets reported amounted to.....	\$17,121,063 61
Current liabilities reported amounted to.....	14,336,142 00
Excess of cash assets.....	<u>\$2,784,921 61</u>

The total stock and debt of railroads reporting to this office June 30, 1899, was \$1,909,375,181, being an average per mile of road of \$52,-852.

## OPERATIONS.

Revenue from Passengers.....	\$44,602,320 31	
U. S. mails.....	7,370,994 23	
express service.....	4,677,061 61	
extra baggage and storage.....	586,851 13	
other items, passenger service.....	789,929 64	\$58,027,166 92
freight.....	154,287,685 17	
stock yards.....	103,581 00	
elevators.....	51,007 90	
other items, freight service.....	252,756 99	\$154,695,031 06
Total revenue transportation service.....		<u>\$212,722,197 98</u>
Other revenue incident to operation.....		5,578,299 93
Total revenue from operation.....		<u>\$218,300,497 91</u>
Miles of road operated.....		38,097 00
Total revenue per mile.....		<u>\$5,730 10</u>

The foregoing statement of operation is for the entire mileage of roads reporting, and not for Missouri alone. Operation for Missouri cannot be stated, except upon a mileage basis, and would therefore be incorrect.

The aggregate of miles operated exceeds that of miles owned or represented by stock and debt, for the reason that mileage leased for trackage rights is included in mileage operated.

26.53 per cent. of revenue was derived from passenger service.

70.86 per cent. of revenue was derived from freight service.

2.61 per cent. of revenue was derived from other items incident to operation.

#### Expenses of operation:

Maintenance of way and structures.....	\$32,677,114 68
Maintenance of equipment.....	22,493,719 66
Conducting transportation.....	74,410,715 00
General expenses.....	10,872,575 05
Total.....	\$140,454,124 39
Being an average of \$3,686.70 per mile of road operated.	
Expenses of operation were 64.35 per cent. of earnings.	
Total revenue from operation was.....	\$218,300,497 91
Expenses of operation were.....	140,454,124 39
Net income from operation.....	\$ 77,846,373 52
Income from sources other than operation.....	7,952,497 08
Total income.....	\$ 85,798,870 60

#### Payments from income were—

Interest.....	\$40,217,611 26
Rentals.....	3,469,261 67
Taxes.....	7,891,883 06
Permanent improvements.....	195,452 37
All other payments.....	1,128,549 74
	\$61,899,758 10
Net income.....	\$23,899,112 50

#### Payments from net income were—

Dividends on stock.....	\$15,720,478 50
All other payments.....	1,311,512 51
	\$17,031,991 01
Leaving surplus June 30, 1899.....	\$ 6,867,121 49

Comparisons of earnings and expenses for the past three years show as follows, being for total mileage of companies reporting:

#### Earnings from operation:

In 1897.....	\$180,836,382 93
In 1898.....	209,760,638 74
In 1899.....	218,300,497 91

#### Operating expenses.

In 1897—67.005 per cent of earnings.....	\$117,775,791 11
In 1898—64.34     "     ".....	135,066,514 26
In 1899—64.35     "     ".....	140,454,124 39

## Net earnings from operation.

In 1897.....	\$63,060,591 82
In 1898.....	74,694,124 48
In 1899.....	77,846,373 52

## Earnings, total revenue, average earnings and expenses per mile of road operated year ending June 30, 1899:

Earnings from transportation of passengers.....	\$44,602,320 81
Total revenue, passenger department.....	58,027,166 92
Earnings of transportation of freights.....	154,287,685 17
Total revenue freight traffic department.....	154,695,031 06
Other revenue, incident to operation.....	5,578,299 93
Expenses of operation (64.35 per cent. of earnings).....	140,454,124 39
Average total revenue per mile (from operation).....	5,741 73
Average expenses per mile.....	3,686 70
Receipts from passenger per mile of road.....	1,173 13
Receipts from passenger train service per mile of road.....	1,526 23
Receipts from transportation of freight per mile of road....	4,058 06
Receipts from freight train service and items incident thereto per mile of road.....	4,068 78
Receipts from other items incident to operation per mile of road..	146 72
Total receipts from operation per mile of road.....	5,741 73

## TRAFFIC DETAILS FOR YEAR ENDING JUNE 30, 1899, FOR ENTIRE MILEAGE OPERATED BY COMPANIES REPORTING.

Number of passengers carried earning revenue.....	46,794,475
Passengers carried one mile.....	2,083,169,226
Average distance traveled (miles). ....	44.52
Average amount received from each passenger.....	\$0.9541
Average amount received per passenger per mile (cents). ....	2.241
Average passenger earnings per mile of road.....	\$1173.13
Tons of freight hauled earning revenue.....	91,964,271
Tons of freight hauled one mile.....	17,662,868,813
Average distance hauled (per ton) miles.....	192,062
Average amount received per ton.....	\$1.669
Average amount received per ton per mile (cents).....	0.8689
Average freight earning per mile of road.....	\$4,058.06
Passengers per mile of road operated.....	1,232
Tons of freight per mile of road operated.....	2,419

## COMPARATIVE TRAFFIC DETAILS YEAR ENDING JUNE 30, 1899.

## Passengers carried earning revenue:

In 1897.....	39,489,448
In 1898.....	42,429,447
In 1899.....	46,794,475

**Average distance traveled by each passenger.**

In 1897.....	39.76 miles.
In 1898.....	42.35 miles.
In 1899.....	44.52 miles.

**Average amount paid by each passenger:**

In 1897.....	\$0.8844
In 1898.....	0.9313
In 1899.....	0.9531

**Average rate per passenger per mile:**

In 1897.....	2.229 cents.
In 1898.....	2.199 cents.
In 1899.....	2.141 cents.

**Number of tons of freight hauled earning revenue:**

In 1897.....	79,657,492
In 1898.....	95,328,477
In 1899.....	91,964,271

**Average distance hauled per ton:**

In 1897.....	175.81 miles.
In 1898.....	188.08 miles.
In 1899.....	192.062 miles.

**Average amount received per ton:**

In 1897.....	\$1.607
In 1898.....	1.608
In 1899.....	1.669

**Average rate per ton per mile:**

In 1897.....	0.9145 cents.
In 1898.....	0.898 cents.
In 1899.....	0.8689 cents.

Averages from statements of 28 companies handling over 95 per cent. of the tonnage reported, show that freight trains for the year averaged 17.61 freight cars per train, of which 12.6 cars (71.55 per cent.) were loaded:

The average load per train was.....	170.71 tons.
The average load per car was.....	13.54 tons.
The average receipts per train were.....	\$319 40
The average receipts per loaded car were.....	25 33

Forty companies show a surplus of earnings over operating expenses whilst three show deficits.

Twenty-four companies show net incomes after deducting operating expenses, interest, rentals, taxes, permanent improvements and other payments, whilst nineteen show deficits.

Taxes paid in Missouri during the year ending June 30, 1899, so far as reported to the Commissioners, were as follows:

Atchison, Topeka & Santa Fe .....	\$82,361 62
Chicago & Alton .....	49,833 19
Chicago, Burlington & Kansas City .....	8,163 17
Chicago, Burlington & Quincy .....	15,461 77
Chicago Great Western .....	13,487 76
Chicago, Milwaukee & St. Paul .....	20,603 91
Chicago, Rock Island & Pacific .....	51,750 91
Crystal Railway .....	331 65
Current River Railroad .....	6,523 17
Eureka Springs Railway .....	1,073 81
Hannibal & St. Joseph .....	37,803 16
Kansas City Belt .....	10,433 01
Kansas City, Clinton & Springfield .....	15,429 16
Kansas City, Ft. Scott & Memphis .....	62,483 17
Kansas City & Northern Connecting .....	3,092 50
Kansas City, Pittsburg & Gulf .....	26,916 49
Kansas City, St. Joseph & Council Bluff .....	33,406 81
Keokuk & Western .....	15,330 31
Mississippi River & Bonne Terre .....	4,577 40
Missouri, Kansas & Texas .....	86,105 58
Missouri Southern .....	1,017 12
Omaha, Kansas City & Eastern .....	14,400 00
Omaha & St. Louis .....	7,007 02
Paragould Southeastern .....	110 29
Sedalia, Warsaw & Southern .....	2,652 36
St. Louis, Cape Girardeau & Ft. Smith .....	6,585 65
St. Louis & Hannibal .....	7,314 49
St. Louis, Kansas City & Colorado .....	1,760 85
St. Louis, Keokuk & Northwestern .....	31,418 78
St. Louis Merchants' Bridge Terminal .....	37,798 60
St. Louis & San Francisco .....	90,897 43
St. Louis Transfer Railway .....	8,020 50
Terminal Railroad Association of St. Louis .....	67,036 41
Wabash Railroad .....	102,471 00
Williamsville, Greenville & St. Louis .....	763 10
<b>Total .....</b>	<b>\$904,422 15</b>

No statement of taxes paid in Missouri was made by the Missouri Pacific, St. Louis, Iron Mountain & Southern or St. Louis Southwestern Railway Companies.

The following tabulations show the traffic operations of seventeen companies for the year ending June 30, 1899, the lines represented being those of heaviest traffic reporting to this office:

Revenue from pas- sengers.....	Average receipts for passenger train-mile.....	Average rate for passenger per mile—cents.....	Average amount received from each passenger...	Average distance travelled—miles..	Passengers carried one mile.....	Passengers carried and earning re- venue.....
\$5,324,040 45	\$1.143	2.212	\$1.884	85.16	240,622,100	2,825,376
2,175,234 54	1.092	2.055	1.027	50	105,873,965	2,117,136
7,025,497 84	1.063	2.069	0.8335	38.91	336,383,216	8,437,927
1,057,980 36	0.634	2.000	0.9083	45.40	52,888,135	1,164,810
6,778,921 20	1.068	2.037	0.8829	37.77	290,017,172	7,677,769
4,986,505 30	0.981	2.036	0.8642	42.45	244,943,476	5,770,046
718,008 44	1.112	2.277	1.116	51.04	31,534,341	617,841
826,942 60	1.02	2.28	0.963	43.58	36,295,087	822,781
442,275 22	0.628	2.103	1.158	55.09	21,027,820	318,702
663,247 98	1.063	1.946	1.059	54.44	35,025,145	654,371
1,943,123 26	0.897	2.357	1.3208	56.03	82,422,568	1,471,070
2,584,935 84	0.894	1.979	1.069	54.05	130,649,671	2,417,034
2,296,495 67	1.102	2.314	1.413	61.07	97,955,203	1,694,054
501,513 14	0.938	2.046	0.8387	40.99	24,506,906	597,911
1,507,062 47	0.914	2.066	0.786	38.05	72,943,145	1,917,156
490,637 37	0.942	2.315	0.9577	41.38	21,185,907	512,289
3,965,102 07	0.794	1.897	1.065	55.14	210,362,939	3,751,019
43,317,523 75	0.907	2.128	1.015	47.7	2,035,473,826	42,677,272
Totals.....						

	Tons of freight hauled earning revenue...	Tons hauled one mile.	Average haul per ton, miles.....	Average amount received per ton.....	Average rate per ton per mile, cents.....	Average number freight cars in freight trains.	Average loaded cars in train...	Average tons of freight per train.....	Average tons of freight per car.	Average earnings per train, mile.....	Revenue derived from freights.
Atchafalpa, Topeka & Santa Fe.....	7,066,351	2,012,013,506	285.13	\$2,719	0.953	21.	15.	171.	12.9	\$1.634	\$19,188,041.96
Chicago & Alton.....	2,983,214	519,191,292	174.03	1.302	0.8	23.	15.	189.	12.9	1.514	4,152,905.79
Chicago, Burlington & Quincy.....	13,877,620	2,592,157,657	180.30	1.64	0.909	22.4	16.38	180.01	11.5	1.64	225,736,132.15
Chicago Great Western.....	1,719,954	448,894,796	260.94	2.60	0.865	30.93	15.98	204.	12.79	1.587	4,475,406.15
Chicago, Milwaukee & St. Paul.....	15,830,156	3,070,579,710	193.97	1.817	0.937	22.71	16.04	189.83	11.84	1.784	28,775,222.43
Chicago, Rock Island & Pacific.....	7,053,249	1,435,590,531	203.53	2.037	0.906	20.24	15.01	172.46	11.95	1.715	14,299,529.46
Hannibal & St. Joseph.....	1,810,171	291,929,321	161.37	0.945	0.586	17.31	12.71	145.83	11.47	0.854	1,716,244.98
Kansas City, Fort Scott & Memphis.....	2,912,704	446,485,794	153.29	1.052	0.697	20.84	15.01	226.64	15.10	1.428	3,065,435.92
Kansas City, Pittsburg & Gulf.....	1,800,385	578,179,390	321.14	1.659	0.517	21.	16.	226.72	17.89	1.448	2,987,371.74
Kansas City, St. Joseph & Council Bluffs.....	1,645,258	135,733,092	82.34	0.805	0.978	21.40	16.51	176.09	13.85	2.236	1,827,088.75
Missouri Pacific.....	3,594,500	1,065,776,939	279.81	2.613	0.954	21.63	14.71	182.75	11.97	1.644	9,394,821.87
St. Louis, Iron Mountain & Southern.....	6,080,459	1,126,293,206	185.23	1.979	0.852	19.46	14.50	208.48	12.60	1.557	9,599,898.80
St. Louis, Keokuk & Northwestern.....	4,837,140	1,097,433,982	225.20	1.578	0.872	22.7	16.53	304.98	12.39	1.818	9,573,253.46
St. Louis & Northwestern.....	1,799,161	210,852,722	117.19	0.861	0.735	35.86	20.99	129.78	14.53	2.242	1,550,342.65
St. Louis & San Francisco.....	2,587,829	503,994,423	195.62	1.908	1.019	17.50	11.84	226.52	10.96	1.315	5,166,180.41
St. Louis Southwestern.....	1,405,622	271,990,906	193.50	1.902	1.029	23.44	18.37	226.52	12.33	2.353	2,800,122.53
Wabash.....	6,987,641	1,666,830,054	238.54	1.318	0.553	24.76	17.21	234.72	13.64	1.325	9,212,691.70
Totals.....	83,984,414	17,326,812,580	206.309	\$1.786	0.8669	21.54	15.76	203.01	12.88	1.632	150,012,770.05

The same companies reported for year ending June 30, 1898, as follows:

Passengers carried.....	38,911,091	Average distance hauled per ton, miles.....	205.25
Average distance traveled, miles.....	48.59	Average amount received per ton.....	\$1.828
Average amount received from each passenger.....	\$0.9486	Average amount received per ton per mile, cents.....	0.9806
Average amount received per passenger per mile, cents.....	2.176	Freight revenue.....	\$147,232,194.00
Passenger revenue.....	\$36,315,232.52	Total passenger and freight revenue.....	185,548,426.52
Tons of freight hauled.....	80,517,015		



The companies named carried 91.2 per cent. of the entire number of passengers reported by 41 companies and earned 97.12 per cent. of the entire passenger earnings. They moved 91.3 per cent. of the entire tonnage and earned 97.1 per cent. of the freight revenue reported. They earned 97.2 per cent. of entire passenger and freight earnings reported.

Table II, part III hereof, shows earnings and expenses for Missouri as far as reported for the year ending June 30, 1899.

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### PHYSICAL CONDITION AND CHARACTERISTICS OF RAILROADS IN MISSOURI JUNE 30, 1899.

The condition of all main line roads in Missouri is very satisfactory. A large amount of new steel rails has been laid during the year past in renewal of tracks; steel structures have replaced those of wood in many instances, and a larger number of new ties than usual has been used in repairs. Equipments are first-class in all respects.

Branch lines and roads in class "C" are about as reported for the previous year, some showing an improvement in their condition.

Inspections of the railroads of the State were made from time to time during the year as deemed necessary. Reports of inspection will be found hereinafter. Beside the inspections reported, inspection trips were made and verbal directions, regarding needed repairs or renewals were given the proper officials. There has been no evidence of any desire or attempt on the part of the managements to avoid a ready compliance with the recommendations of the Board regarding repairs or renewals.

More than 96 per cent. of the main tracks of railroads in Missouri is laid with steel rails, and 43,930 tons of steel were used in renewals and repairs in this State during the year.

Two million eight hundred and ten thousand five hundred and fifty ties were used in renewal and repairs of tracks.

About 72 per cent. of the railroad lines of the State are fenced, mostly with wire fencing.

Something over 75 per cent. of main line track is ballasted with broken stone gravel, cinders or burnt clay.

There are (as reported) 1,632 railroad stations (including flag stations) in Missouri, and 1,256 station houses, including Union stations.

So far as reported, new bridges constructed during the year, were as follows:

	Feet.
39 steel bridges—total length.....	3,390
2 combination bridges—total length.....	195
3 steel trestle bridges—total length.....	339
86 wooden trestle bridges—total length.....	12,556
130 Total.....	16,480
Length in miles.....	3.120
Average length, feet.....	126.8

**EMPLOYES.**

Forty-three companies report 137,317 persons employed in railroad service for the year ending June 30, 1899. This statement includes general officers and employes of all classes, and is for the entire mileage of the companies reporting. Applied to total mileage, the average of employes per mile of road operated is 3.751. On this basis the total number of employes in railroad service in Missouri is 25,540. Twenty-eight companies, however, report 18,460 employes in this State. Fifteen companies operating 2,581 miles of railroad in Missouri, but not making separate report of employes for the State, show an aggregate number of persons employed of 46,075. Twenty per cent. of the mileage of these companies is in Missouri. This proportion of the total number of employes, as reported by these companies, will give 9,215 employes for Missouri, which added to 18,460 reported as employed in this State, gives an aggregate of 27,675. But of these, six important companies, employing 19,386 persons, have 33 per cent. of their mileage in Missouri, and also general offices, important and extensive terminals and shops employing a large number of men. Estimating on a mileage basis separately for each company not reporting its employes in Missouri, the aggregate of employes of these companies for the State is 10,466, which number added to 18,460 reported, gives an aggregate of 28,926 employes for Missouri. To the number must be added the employes of the companies not reporting at all. These employes will number at least 150. It is certain that estimating employes on a mileage basis for the six companies referred to gives a result less than the actual number employed.

It can safely be assumed, however, that 28,500 persons are employed in railroad service in Missouri. 137,317 employes earned \$83,335,321.67 during the year, an average of \$606.88 each. Number of days employed, 42,538,502; average per day, 1.96. Earning for Missouri, 28,500 employes \$17,296,080. For employes in Missouri, see Table No. 12, Part III.

## CAUSALTIES.

So far as reported for the year ending June 30, 1899, 206 persons were killed and 990 injured on railroad in Missouri, a total of 1,196. Of those killed, 58 were employes, 10 were passengers and 138 other than employes or passengers.

Of those injured, 683 were employes, 144 were passengers and 163 other than employes or passengers.

## LEGISLATION.

Legislation Enacted by the General Assembly of 1899, Relating to Railroad Corporation and the Duties of the Commissioners, was as follows:

Act approved April 29, 1899, provides that when any live-stock shall be injured or killed by any railroad, the railroad company being liable, and the amount of damage sustained by owner of such stock, shall be agreed upon between such owner and the railroad company, such damages must be paid within forty days after date of such agreement. If the railroad company neglect or refuse to pay such amount of damages, as agreed upon, within the time specified, then the company shall be liable in double the amount of damages agreed upon, to be recovered in any court of competent jurisdiction.

An act approved May 15, 1899, repeals sections 2667 and 2668, Revised Statutes of Missouri, 1889, and enacts new sections in lieu thereof. Act provides the manner of procedure in the construction of union depots, and the organization of union depot corporations, and prescribes the powers of such corporations.

An act approved April 29, 1899, authorizes the Railroad and Warehouse Commissioners to require railroad companies to run and operate their passenger cars, so as to make connection with trains of other roads, at points of intersection therewith, for the accommodation of passengers, when in the judgment of said Commissioners, such connection can be made, without serious detriment to the business of either of such companies, and where such connections will not seriously conflict with other more important or necessary connections, on the line of either of said railroads.

An act approved April 29, 1899, authorizes the Railroad and Warehouse Commissioners to require railroad companies to connect their tracks so as to receive and interchange cars, in cases where such tracks are within one hundred feet of each other, the conditions being such as to enable a connection to be made between such tracks on a grade common to each, and the necessary right of way obtained or granted.

An act approved April 22, 1899, repeals the act of March 9, 1895, providing for the inspection of watermelons, and the appointment of Melon Inspectors by the Railroad and Warehouse Commissioners.

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### REPORTS OF INSPECTIONS OF TRACKS.

*Report of Inspection of the Northern Connecting, Omaha & St. Louis, and Omaha, Kansas City & Eastern Railways, Made by Commissioners Cowgill, Flory and Hennessey, September 6th, 7th and 8th, 1898.*

The Commissioners left Kansas City on a special train at 9 a. m., September 6th, making careful inspection of all track, bridges, etc., of these properties in Missouri, consuming three days' time. We found the Northern Connecting, from Northern Connecting Junction to Trenton, badly out of line, and in a condition which made it unsafe for the transportation of passengers except at a low rate of speed. This line was built during last winter when the ground was frozen, and the most of it being through a hilly portion of the State, it was necessary to have a great many cuts, the cuts being blasted and the frozen earth used in making the fills. When the warm weather commenced last spring and the frost came out of the earth in these fills the track slid, and in a great many cases this was followed by frequent heavy rainfalls, continuing throughout the entire summer, making it almost impossible to better the condition during the summer time. We found, however, three work trains, one pile driver and one steam shovel at work, and an average of four track men per mile between Northern Connecting Junction and Trenton. These fills will not be properly settled for three or four years to come, but if the same number of men are kept at work and the weather remains good until the 1st of January, the physical condition of this road will be fifty per cent. better. Most of the bridges that were built last winter were of a temporary nature, and are being removed and replaced with steel and timber bridges as rapidly as possible. The ties average about 3,200 per mile. The rail is new and weighs sixty pounds per lineal yard.

The Omaha & St. Louis Railway, from Pattonsburg to Blanchard (Iowa State line), is an older roadbed and well settled. This property, as well as the Omaha, Kansas City & Eastern, has recently been acquired by the Port Arthur management. A great many bridges on this line are unsafe. Fifty per cent. of the ties are rotten and

need replacing at once. We found, however, more than fifty car loads of piling and bridge timber on this line for the purpose of renewals. We also found 65,000 new ties that no doubt will be inserted before the 1st of January, 1899. A great portion of the rails between Pattonsburg and Blanchard are old and badly worn, and should be replaced with new and heavier rails at once, especially for the reason that heavier engines are now running over this road than were ever used before it was acquired by the Port Arthur management.

The Commissioners requested, by wire, a number of the representative citizens of Stanberry to meet them to have a talk relative to the building of a new passenger station at this place. The managing officers promised the committee they should have a new passenger depot by the 31st of December of the present year. While there is no law in Missouri that gives the Commissioners power to order this station built, we trust the railway officials will make their word good.

The Omaha, Kansas City & Eastern Railway, from Trenton to West Quincy, was not found to be in as good physical condition as we would like to have seen it. We found, however, that the old, worn-out, light iron rail from a point a short distance east of Milan to a point 3 1-2 or 4 miles west of Milan had been removed and new steel put in its place. This is a decided improvement. The track in some places is badly out of line and there are quite a number of unsafe bridges and trestles. We found a bridge gang at work rebuilding a long trestle a short distance west of Milan. We also found that a number of substantial structures of this kind have been built during the present summer, and hope the good work will continue until all the old ones are replaced with modern and substantial structures.

The Commissioners, after duly considering the condition of the Northern Connecting Railway, the Omaha & St. Louis Railway and the Omaha, Kansas City & Eastern Railway, believing that the physical condition of these railways is unsafe for the transportation of passengers with reasonable safety, made the following order:

That all old, unsafe bridges and structures, and all light and badly worn rail be removed and replaced with new and more substantial bridges and rails; and we further order that all rotten and unsound ties be taken out and the same replaced with new sound ones. The Commissioners desire to see this accomplished as soon as possible.

JAMES COWGILL, Chairman.

JOSEPH FLORY,

R. R. & W. Commissioners.

## OMAHA, KANSAS CITY &amp; EASTERN RAILROAD.

Quincy, Ill., September 20, 1898

Joseph Flory, Esq., Jefferson City, Mo.:

Dear Sir—In compliance with your request of the 9th inst., I herewith hand you a statement of various improvements, made on the lines of the Omaha, Kansas City & Eastern railroad and the Omaha & St. Louis railroad, since January 1st, 1898. These improvements consist in the renewal of various "Trestle" and "Howe Truss" bridges, the partial renewal of bridges, the "filling in" with earth of bridges, and, in the latter case, the laying of adequate drainage pipes of double strength vitrified sewer pipe, cast iron pipe, and in one instance the erection of a six-foot arch stone culvert. There has also been a great number of cross-ties purchased and put in these lines, as will appear later on this report, or statement. I make no mention of such minor repairs as the introduction of one or two "caps" or "stringers" in a bridge. I mean by "partial renewal" that new piles have been driven and new caps have been put on them complete. I will also include a list of the bridges we propose to renew before the first of January, 1899, the material for which is either on the ground, en route or purchased. For the sake of convenience I will first take up the

Trestle bridges renewed throughout—Nos. 3049, 3080, 3297, 3300.

Howe Truss bridges renewed throughout—No. 3029, 168 feet span, over Fabius river; No. 3362, 60-foot span over Spring creek.

Bridges partially renewed—Nos. 3292, 3362.

Bridges "filled in" with earth—Nos. 3077, 3093, 3096, 3099, 3100, 3114, 3115, 3199, 3142, 3150, 3182, 3189, 3192, 3195, 3196, 3197, 3198, 3200, 3201, 3220, 3280, 3287, 3303, 3308, 3315, 3323, 3325, 3326.

In addition to the foregoing, six new steel structures have been erected between Trenton and Pattonsburg, viz.: 2 "plate girders" 60-feet (each) span; 2 "through steel bridges" 150-feet (each) span; 1 "through steel bridge" 127-feet span, and 1 "through steel bridge" 100-feet span. These bridges are the best obtainable of their kind, are what is known as the "riveted" bridge, and were manufactured by the Keystone Bridge Company, Pittsburg, Pa.

We propose to renew the following bridges, partially, (new piles and caps): Nos. 3019, 3020, 3021, 3022, 3023, 3024, 3032, 3170, 3171, 3202, 3205, 3237, 3238, 3239, 3313, 3281, 3457, 3460, 3498, 3511.

We propose to renew throughout—1 85-foot span "Howe Truss" bridge at East Spring creek, and 1 85-foot span "Howe Truss" bridge

at Big Medicine creek. The former is situated near Stahl, Mo., and the latter near Gault, Mo.

We also propose to "fill in" the following bridges: Nos. 3044, 3454, 3469, 3512, 3513, 3045, 3075, 3203, 3291, 3441, 3442.

In filling in these bridges we are introducing—156 feet of cast iron sewer pipe, 36-inch diameter; 120 feet of cast iron sewer pipe, 30-inch diameter, and 1 stone arch culvert, 120 feet in length.

During the months of December ('97), January and February ('98), there were 17,544 cross-ties purchased. These ties were put in the track between Green City and Trenton. The Missouri Railway Construction Company performing this work and purchasing these ties. Since March 1st, ('98), this company has put in the track 44,264 cross-ties, distributed generally between West Quincy and Trenton. 10,000 additional ties are now arriving for this line, and 25,000 have been contracted for, to arrive between this date and November 1st, 1898: an aggregate of 96,808 cross-ties for this line for the year 1898.

We have recently put in a passing track at Kirksville, Mo., 3,200 feet in length, and arrangements have been completed for a passing track (additional) at Green City and at Hurdland, Bullion, Knox and LaBelle. We have also placed an additional coal siding at Evanston, 1,000 feet long.

During the last winter and spring 40 miles of 63-pound steel rails were laid between Green City and Trenton by the Missouri Railway Construction Company. Complete new "split" switches, to the number of 24, together with necessary switch ties have been introduced; hence at this time this line has no "stub-switches" on its main track. The sidings on this line have been relaid throughout with good 56-pound iron rails.

Stock pens to the number of 15 have been practically renewed. We have at this time a force of men making a general "overhauling," repairing and painting our buildings, depots, etc. Signal boards have been purchased for every telegraph station on the line. Incidentally we are making many minor improvements that cannot be enumerated here.

I will now take up the work which has been, and is now being, done on the Omaha & St. Louis railroad.

The same general idea of improvement, as noted on the O., K. C. & E. R. R., runs through and over this line also. The following bridges have been renewed throughout: Nos. 1285, 1272, 1271, 1234, 971, 954.

The following bridges have been "filled in" with earth: Nos. 946, 1042, 1266, 1267, 1278.

We have renewed throughout the following "Howe Truss" spans: 1 span, 150 feet long, over Nodaway river, near Burlington Junction, and 1 span, 112 feet long, over Nishna Botna river, near White Cloud.

We propose to renew "Howe Truss" bridges as follows: 1 65-foot span over Indian creek at Council Bluff; 1 100-foot span over "102" river near Maryville; 1 100-foot span over Sampson creek near Pattonsburg.

We propose to renew throughout the following "trestle bridges:" Nos. 947, 987, 988, 1009, 1011, 1012.

And to partially renew (new piles and caps) the following: Nos. 989, 990, 995, 997, 998, 1004, 1005, 1006, 1007, 1013, 1014, 1015, 1016, 1096, 1195, 1210, 1248, 1264.

We propose to "fill in" with earth the following bridges: Nos 943, 1067, 1081, 1083, 1119, 1125, 1128, 1129, 1146, 1147, 1150, 1160, 1158, 1159, 1162, 1164, 1216, 1217, 1285.

In addition to a large amount of double strength vitrified sewer pipe, the following cast iron pipe has been purchased to give adequate drainage to bridges proposed to be filled: 266 feet of cast iron pipe, 30 inches in diameter; 408 feet of cast iron pipe, 36 inches in diameter; 228 feet of cast iron pipe, 42 inches in diameter.

Cross-ties to the number of 24,961 have been put in since January 1st, 1898, and 35,000 ties are now arriving from points along the "Iron Mountain" road. Eighteen car loads of these latter ties were sent out yesterday from West Quincy. In addition to these, there has been purchased for delivery not later than November 1st, 1898, 15,000 ties, an aggregate for the year 1898 of 74,961 ties.

One and one-half miles of 63-pound steel rails have recently been laid between Pattonsburg and McFall.

A new siding, 750 feet in length, has been put in at Burlington Junction, and the siding at Summit has been extended 400 feet.

Stock pens to the number of 18 have been practically renewed and all the depots, buildings and platforms are being "overhauled," repaired, painted and placed in good condition.

Sewer pipe is being introduced in many rotted out wooden culverts. In fact, and finally, material and labor necessary to place both these properties in good condition, is being furnished and carried forward vigorously.

Very truly yours,

E. M. COLLINS,

Approved:

Ass't Chief Engineer.

W. A. WILLIAMS,  
General Superintendent.

Filed March 1, 1899.

J. HARDING, Sec.



To the Honorable Board of Railroad and Warehouse Commissioners:

On Wednesday, February 22nd, 1899, left Cedar City on South branch Chicago & Alton Railroad on regular train at 8 a. m. and viewed track, bridges, etc., from rear end of train in transit.

Physical condition of this road has been much improved during past eight months. A great deal of surfacing and ditching has been done. Many new ties have been placed, and several thousand more are now lying distributed along the track ready to be placed when frost is out. Bridges and culverts mostly wooden, but evidence having been recently overhauled, and apparently in good condition. Cattle guards, many new and all in good repair. Fencing good. Rails are somewhat light, but are not badly worn. Track not very smooth, nor alignment perfect, but a decided improvement has been made in past year in this respect.

I noted that a number of miles of this track has been ballasted with cinders, and same is now being added to.

When the ties now distributed shall have been placed in track, and the surface completed this line will be in reasonably good condition.

WM. E. M'CULLY.

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To the Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sirs—Pursuant to your order, I left West Quincy on regular train at 4:45 p. m. March 16th, for the purpose of inspecting condition of the O., K., C. & E., O. & St. L. & K. C. and Northern Connecting Railway Companies, and beg leave to submit the following report:

#### OMAHA, KANSAS CITY & EASTERN.

Over this line from West Quincy to Pattonsburg, I find the rails (60-pound, I am informed) to be in good fair condition; ditches badly filled and ties in very bad condition, a large per centage of them being broken, rotten and unsafe.

#### BRIDGES.

Bridges and culverts on this line are fast being put in good condition, many of them (48) have been filled since the Commissioners' trip over this line last September. Several have been rebuilt in a substantial manner, and the material is now lying on the ground to rebuild others as soon as frost will permit piles to be driven, a few thousand new ties have been put in track during the past six months, and new ties were being loaded in one or two places now for distribution.

## OMAHA &amp; ST. LOUIS RAILWAY.

## BRIDGES.

Many bridges have been rebuilt and filled, and while others are regarded as unsafe, yet the material to rebuild them is now lying on the ground, and I am assured by the chief engineer work on them will be pushed as soon as frost is out of the ground.

## RAILS.

Several miles of new steel has been laid, yet the majority of this line is equipped with a rail that is much worn, and too light for rapid or heavy service.

## TIES.

Many decayed and rotten ties in this track which should be replaced as speedily as possible.

Ditching and surfacing also badly needed, but am assured by chief engineer that this will be done as soon as weather will permit.

## K. C. &amp; N. C. RAILWAY COMPANY.

I find this track in good fair condition for a new track, and much work is now being done in way of draining and ballasting, which will, when completed, put this property in good condition.

The new extension of O., K. C. & E. railway from Trenton to Pattonsburg is in fair condition, considering time it has been in, and the weather since its completion. Many cuts have been filled with several feet of rock under track, and the alignment is very fair.

## SUMMARY.

A great deal of work is necessary to put these properties in a safe condition, and yet when the condition of the weather during past six months is considered, and so many evidences are apparent of the desire and disposition of the company's management to comply with the requirements of your Board made in September, 1898, I do not deem it expedient to suggest any further recommendations at this time, as I feel assured the next six months will witness a decided improvement in the physical conditions of these lines.

Respectfully submitted,

WM. E. M'CULLY.

*Reports of Inspection of the Southern Missouri & Arkansas, and Cape Girardeau, Brownwood & Southern Railroads, May 29th and 30th, 1899. Inspections of Southern Missouri and Arkansas Railroad, East of Williamsville, and Cape Girardeau, Brownwood & Southern Railroad, Made by Commissioners Flory and McCully. Inspection of Southern Missouri & Arkansas Railroad West of Williamsville Made by Commissioner Hennessey:*

BY COMMISSIONER HENNESSEY—S., M. & A. R. R.

Condition of track and bridges west of Williamsville:

We find trestle east of Black river bridge approach that there are several piling and ties rotten. The ties are bunched and without guard rails.

Black river bridge, condemned by the Commissioners in last report, has been replaced by a new wooden Howe truss. Approaches to same have been repaired, but several unsound piling still remain; also found some rotten ties; no guard rails; four rotten stringers on east approach.

Track west, between bridge approach and first trestle, badly out of line, and ties rotten. Third trestle west, no guard rails; four rotten ties in track west of trestle.

Just west of mile post 73, track badly out of line, with ditches full. Culvert at mile post 73, south stringer rotten. Should be replaced at once. Needs two ties and guard rails. Reported this to superintendent.

First, trestle west of mile post 73, has several rotten ties, and four ties missing. Trestle at mile post 74, ties bunched; no guard rails. Trestle east and west of mile post 75 is in good condition, with guard rails.

There is a piece of track about 75 1-2 mile post with seventy-five per cent. of ties rotten. Trestle just west of this is new, but has no guard rails. Both cuts east of mile post 76 need ditching badly; track also out of line. The next trestle is good, with guard rails. First cut west of mile post 76 needs ditching; track out of line and rails bent. Speed here should be reduced to not exceed six miles per hour.

Trestles from here on to Hunter, with two exceptions, are good, but track should be surfaced, and at least 1,000 ties per mile put in between Williamsville and Hunter.

In my opinion the speed of passenger trains is too high, considering the condition of the track, so as to insure any degree of safety to the traveling public; but I have assurances from the superintendent that the new management intends to give the entire line a thor-

ough overhauling, and that contracts for material have been let, and that a construction train and pile driver would be put to work immediately.

BY COMMISSIONERS FLORY AND McCULLY.

Ditches at east end of tunnel badly filled; track alignment very bad; second bridge east of Taskee, ties all bad, stringers same and bridge condemned; approach at east end caved in; cut filled; rails in the mud and alignment quite bad.

Fourth bridge east of Tarkee very bad and is condemned.

First bridge east of mile post No. 63 condemned. Piling and stringers decayed; ties bunched and rotten.

Chaonia—35-pound iron from here to near Puxico; rails in fair condition, but apparently 75 per cent. ties very bad.

First bridge east of Crazy trestle condemned; piling, stringers and ties badly decayed.

Beginning near mile post No. 41 and extending to Sturdivant, is laid with old and badly worn iron; rails in many places badly worn and quite dangerous, and a large per centage of ties very bad.

Three trestles between mile posts 36 and 37 condemned; ties, stringers and piling apparently in dangerous condition.

First trestle east of Eaglet in same condition, and is condemned.

First trestle east of mile post No. 32, same as foregoing, and is condemned.

First, second and third trestles east of Brownwood badly decayed, and are condemned.

First trestle west of Advance has badly decayed ties, which should be replaced at once.

First trestle west of mile post No. 22 is badly decayed, and is condemned.

First bridge west of mile post No. 21 needs new piles and stringers; ties to be spaced and held with guard rails. We saw passenger train cross this trestle and evidences indicated dangerous condition of trestle.

First trestle west of Delta stringers and ties badly decayed, and should be replaced at once.

Inspection of C. G., B. & S. railway by Commissioners Flory and McCully, May 30th, 1899.

Platform at Zalma boards apparently all loose and is regarded as dangerous.

## ZALMA TO BROWNWOOD.

Track is laid with 35-pound iron, and while same may be heavy enough to insure reasonable safety with light equipment and slow speed, yet to do this, should be well tied, surfaced and aligned, scarcely any of which conditions exist. A short distance south of Brownwood is laid with a slightly heavier rail, and a short distance (3 to 5 miles perhaps) is in reasonably good, safe condition, but from that point to Bloomfield ditching, drainage and alignment is sadly needed to insure any degree of safety.

Between Capps siding and Aquilla the track is by virtue of absence of conditions above referred to, in an unusually dangerous condition, and should receive prompt attention.

We urge upon the management of these lines the necessity of replacing all rotten with the sound ties; the rebuilding of trestles referred to; replacing the old rails between mile post No. 41 and Sturdivant—using only sound ties on bridges and trestles—properly spacing the same, and holding with guard rails.

JOS. FLORY, Chairman.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, August 31, 1899. }

The Board took up and considered the report of inspection of the Southern Missouri & Arkansas railroad, made May 29th and 30th, 1899, and after consideration of the same, made the following order:

In the matter of the condition of the Southern Missouri & Arkansas railroad, as set forth in reports of inspection made by the Commissioners May 29th and 30th, 1899, it is ordered by the Board that a copy of the said inspection report be mailed to the superintendent of the Southern Missouri & Arkansas railroad, and that he be and is hereby notified to commence the renewals and repairs specified in the said report without delay, and to complete the same as soon as practicable.

A true copy from the record.

Attest:

JAMES HARDING,  
Secretary.

New York, June 5, 1899.

Honorable Board of Railroad Commissioners:

Gentlemen—My attention has been called to the fact that you recently inspected the Southern Missouri & Arkansas road, formerly

the St. Louis, Cape Girardeau & Fort Smith railroad. I have no doubt that you found it in very poor condition, a condition that has been chronic with this property for several years past. The present management entered into possession on May 4th, last, having acquired it under foreclosure.

We have placed an order with the Carnegie Steel Company for 2,500 tons of 65-pound steel rails, for delivery in June and August, and white oak ties are now being put into the track at the rate of 10,000 per month. We have no doubt that by the end of this year you will find the property very much improved.

I believe it to be due to you to advise as to the intention of the present management, which is, to put this road in good condition as rapidly as it can be done.

Yours truly,

NEWMAN ERB,

President.

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STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT. }  
CITY OF JEFFERSON, July 27, 1899. }

*Report of Inspection of Omaha, Kansas City and Eastern and Omaha & St. Louis Railways, From West Quincy to Missouri-Iowa State Line, by Commissioners, Flory, Hennessy and McCully:*

The Commissioners left West Quincy with engine and car 9 a. m., July 20th, 1899, for the purpose of making a thorough inspection of the above named railway properties, and hereby submit the following report:

ROAD-BED.

We find the road-bed from West Quincy to Trenton in very bad condition; sides are badly washed, all cuts (save a few recently opened), are badly filled, and in many places, by virtue of decayed and broken ties, the rails are almost hidden from sight.

From Trenton to Pattonsburg principally the same conditions exist, save with reference to the ties, same being comparatively new and sound.

On the O. & St. L. railway, from Pattonsburg to Missouri-Iowa State line, conditions are practically same as exist between West Quincy and Trenton. We find in the aggregate some forty miles of this road-bed has been partially ballasted, leaving balance uncared for in this respect.

## STOCK PENS.

From West Quincy to Trenton, and from Pattonsburg to Missouri-Iowa State line, in a general way, stock pens are in quite a deplorable condition, being generally deficient in size and physical conditions, with no provisions for water in many of them, and facilities for loading stock sadly lacking.

## DEPOTS.

O., K. C. & E. railway, West Quincy to Pattonsburg; many of these buildings need overhauling and recovering, and a few need rebuilding; and similar conditions prevail on the O. & St. L. railway from Pattonsburg to Missouri-Iowa State line; while from Trenton to Pattonsburg stations are new and comfortable.

## TIES.

O., K. C. & E. Railway from West Quincy to Trenton—Ties are in very bad condition, and in our estimation fully one-third of them are rotten, broken and absolutely worthless; and same conditions practically exist on O. & St. L. railway from Pattonsburg to Missouri-Iowa State line, while from Trenton to Pattonsburg we find ties to be practically new and safe.

## RAILS.

O., K. C. & E. Railway, West Quincy to Pattonsburg, are fairly good. They are somewhat surface bent in places, but it is our opinion when road-bed is properly surfaced, drained and tied, the rails above referred to will be found serviceable for sometime to come.

O. & St. L. Railway from Pattonsburg to Missouri-Iowa State Line—The rails were originally 60 pound per lineal yard, but same are badly worn, and on curves we find rails have been turned, and in instances of this kind very little of the surface remains, and with heavy traffic these curves can not be operated with any reasonable degree of safety.

## CATTLE GUARDS AND FENCES.

On the older portions of these properties, there is a total absence of fences, that could in any degree be construed as lawful, or of reasonable service; while in a general way the same might be said of cattle guards, so many of which are rotten and worthless, as to preclude especial designation.

Bridge 4 A: Ties very bad; some entirely gone, and guard rails in bad order.

Bridge 10 D: Approaches, both east and west, need repairing.

Bridge 11 A: Same condition.

Bridge 12 A: Same condition.

Bridge 13 A: Has new bents but no guard rails; west approach should be rebuilt.

Bridge 13 B: New, but old bents should be removed.

Bridge 14 A: In reasonable good order.

Bridge 14 B: Ties in very bad order, and should be replaced with sound ones.

Bridge 15 A: Being filled.

Bridge 17 A: New; O. K.

Bridge 26 A: New; but ties are very bad.

Bridge 34 A: Should be rebuilt within next nine months.

Bridge 35 A: Should be rebuilt within next nine months.

Bridge 39 A: Should be rebuilt within next nine months.

Bridge 41 A: Sound, and pronounced good.

Bridge 42 A: Sound, and pronounced good.

Bridge 43 A: Needs overhauling and repairing; bents good.

Bridge 43 B: O. K.

Bridge 43 C: Fair condition.

Bridge 44 A: O. K.

Bridge 46 A: Must have new deck entire.

Bridge 46 B: Must have new deck entire.

Bridge 47 B: O. K.

Bridge 47 C: Must have entire new deck.

Bridge 48 A: O. K.

Bridge 48 B: O. K.

Bridge 48 C: Fair condition.

Bridge 53 A: Needs new ties.

Bridge 56 A: Santa Fe crossing being repaired.

Bridge 57 A: Now being built.

Bridge 58 A: O. K.

Bridge 59 A: O. K.

Bridge 59 B: O. K.

Bridge 59 C: O. K.

Bridge 59 D: Unsafe and must be overhauled and repaired at once.

Bridge 60 A: O. K.

Bridge 60 B: O. K., except 3 new piles.



- Bridge 60 C: O. K.
- Bridge 61 A: O. K.
- Bridge 61 B: O. K.
- Bridge 62 A: O. K.
- Bridge 63 A: O. K.
- Bridge 69 A: O. K.
- Bridge 69 B: Unsafe and must be rebuilt this year.
- Bridge 73 A: Now being rebuilt.
- Bridge 73 B: O. K.
- Bridge 73 C: Rebuild eastern approach, put on new guard rails;  
balance O. K.
- Bridge 73 D: Western approach needs filling.
- Bridge 73 E: Unsafe; must be rebuilt at once.
- Bridge 73 F: O. K.
- Bridge 74 A: O. K.
- Bridge 74 B: O. K.
- Bridge 74 C: O. K.
- Bridge 75 A: O. K.
- Bridge 75 B: O. K.
- Bridge 75 C: O. K.
- Bridge 75 D: Fill eastern approach; add three piles.
- Bridge 76 A: O. K.
- Bridge 76 B: O. K.
- Bridge 76 C: Unsafe and must be rebuilt this year.
- Bridge 76 D: Rebuild east and west approach; balance O. K.
- Bridge 77 A: New, but must have continuous guard rails.
- Bridge 77 B: New, but must have continuous guard rails.
- Bridge 77 C: New, but must have continuous guard rails.
- Bridge 78 A: New, but must have continuous guard rails.
- Bridge 78 B: O. K.
- Bridge 78 C: Fair condition.
- Bridge 79 A: O. K.
- Bridge 80 A: O. K.
- Bridge 80 B: O. K.
- Bridge 81 A: O. K.
- Bridge 82 A: O. K.
- Bridge 82 B: O. K.
- Bridge 83 A: Howe Truss; being rebuilt.
- Bridge 83 B: O. K.
- Bridge 83 C: O. K.
- Bridge 85 A: O. K.
- Bridge 85 B: O. K.

Bridge 85 C: Unsafe; must be rebuilt this year.  
Bridge 86 A: O. K.  
Bridge 86 B: Fair condition.  
Bridge 86 C: New; O. K.  
Bridge 87 B: Unsafe; must be rebuilt by May next.  
Bridge 87 C: O. K.  
Bridge 88 A: O. K.  
Bridge 89 A: O. K.  
Bridge 89 B: Very unsafe; must be refilled or repaired at once.  
Bridge 90 A: Needs new ties and guard rails badly.  
Bridge 91 B: New; O. K.  
Bridge 91 C: Dangerous; rebuild at once.  
Bridge 92 A: New; O. K.  
Bridge 93 A: New; O. K.  
Bridge 93 B: Being rebuilt.  
Bridge 94 A: O. K.  
Bridge 96 A: Fair condition.  
Bridge 97 A: New; O. K.  
Bridge 97 B: New; O. K.  
Bridge 98 A: O. K.  
Bridge 98 B: Fair condition.  
Bridge 98 C: O. K.  
Bridge 98 D: O. K.  
Bridge 99 A: Rebuild within one year.  
Bridge 99 B: Piling bad; must be renewed.  
Bridge 100 A: O. K.  
Bridge 100 B: O. K.  
Bridge 100 C: O. K.  
Bridge 100 D: Needs new ties.  
Bridge 100 E: O. K.  
Bridge 101 A: O. K.  
Bridge 101 B: O. K.  
Bridge 103 A: New; O. K.  
Bridge 103 B: Considered safe for two years.  
Bridge 103 C: O. K.  
Bridge 104 A: O. K.  
Bridge 104 B: O. K.  
Bridge 105 A: Needs few new piles; balance O. K.  
Bridge 105 B: Renew at once.  
Bridge 105 C: O. K.  
Bridge 107 A: O. K.  
Bridge 107 B: O. K.

- Bridge 108 A: O. K.
- Bridge 109 A: O. K.
- Bridge 109 B: Renew in twelve months.
- Bridge 109 C: O. K.
- Bridge 109 D: O. K.
- Bridge 110 A: O. K.
- Bridge 110 B: O. K.
- Bridge 110 C: O. K.
- Bridge 110 D: Unsafe; renew during current year.
- Bridge 110 E: O. K.
- Bridge 111 A: Howe Truss; renew within one year.
- Bridge 111 B: Very unsafe; must be renewed at once.
- Bridge 112 A: O. K.
- Bridge 112 B: O. K.
- Bridge 113 A: Howe Truss; very unsafe; must be renewed at once.
- Bridge 114 A: Unsafe; renew during current year.
- Bridge 114 B: O. K.
- Bridge 114 C: Renew during current year.
- Bridge 115 A: Dangerous; renew at once.
- Bridge 115 B: O. K.
- Bridge 115 C: O. K.
- Bridge 116 A: O. K.
- Bridge 116 B: O. K.
- Bridge 117 A: O. K.
- Bridge 117 B: Unsafe; renew during current year.
- Bridge 119 A: O. K.
- Bridge 122 A: Renew by May next.
- Bridge 122 B: Are now rebuilding.
- Bridge 123 B: New; O. K.
- Bridge 171 A: Now being rebuilt.
- Bridge 171 B: O. K.
- Bridge 172 A: Considered safe for one year.
- Bridge 173 A: Unsafe; renew at once.
- Bridge 173 C: Considered good for one year.
- Bridge 174 A: Renew five eastern bents at once; balance O. K.
- Bridge 174 B: O. K.
- Bridge 174 C: O. K.
- Bridge 175 A: O. K.
- Bridge 175 B: O. K.
- Bridge 176 A: Being filled.
- Bridge 181 A: Being rebuilt.

- Bridge 184 A: New; O. K.  
Bridge 184 B: Fair condition, but old ties should be replaced.  
Bridge 185 A: O. K.  
Bridge 185 B: O. K. except guard rails and few ties.  
Bridge 186 A: Must have entirely new deck and guard rails.  
Bridge 186 B: Must have new ties and guard rails.  
Bridge 186 C: O. K.  
Bridge 187 A: O. K.  
Bridge 187 B: O. K., except few bad ties.  
Bridge 187 C: New steel bridge, renew ties on both approaches  
and place new guard rails.  
Bridge 189 A: New, except deck; O. K.  
Bridge 191 A: Very unsafe; fill or renew at once.  
Bridge 192 A: Very unsafe; fill or renew at once.  
Bridge 193 B: New; O. K., except guard rails must be put on.  
Bridge 193 C: New; O. K., except guard rails must be put on.  
Bridge 194 A: New; O. K., except few ties on east end.  
Bridge 194 B: Renew piles in west bent; balance O. K.  
Bridge 194 C: O. K., except few ties in deck.  
Bridge 195 A: O. K., except few new ties in deck, and renew  
guard rails.  
Bridge 195 B: O. K., except few ties in deck and renew guard  
rails.  
Bridge 196 A: Unsafe; renew by May next.  
Bridge 196 B: Fair condition.  
Bridge 196 C: O. K.  
Bridge 197 A: O. K.  
Bridge 198 A: New; O. K.  
Bridge 198 B: Renew ties; balance O. K.  
Bridge 199 B: O. K.  
Bridge 200 A: O. K.  
Bridge 200 B: Renew this deck; balance O. K.  
Bridge 201 A: O. K.  
Bridge 201 B: Renew piles in three east bents.  
Bridge 202 A: Being rebuilt.  
Bridge 202 B: Being rebuilt.  
Bridge 203 A: Being rebuilt.  
Bridge 203 A: Being rebuilt.  
Bridge 203 B: O. K.  
Bridge 203 C: O. K., except guard rails must be renewed.  
Bridge 203 D: O. K., except guard rails and ties—renew these.  
Bridge 204 A: O. K.

- Bridge 204 B: Renew during current year.  
Bridge 204 C: Renew during current year.  
Bridge 205 A: Renew during current year.  
Bridge 205 B: O. K.  
Bridge 205 C: O. K.  
Bridge 205 D: Renew during current year.  
Bridge 206 A: O. K.  
Bridge 206 C: Being rebuilt.  
Bridge 207 A: O. K.  
Bridge 208 A: Needs new deck.  
Bridge 208: Howe Truss; renew ties on both approaches; balance O. K.  
Bridge 208 C: Unsafe; rebuild during current year.  
Bridge 208 D: Unsafe; rebuild during current year.  
Bridge 209 A: Fair condition, except to renew ties and guard rails.  
Bridge 210 A: Replace rotten ties; balance O. K.  
Bridge 210 B: Replace rotten ties; balance O. K.  
Bridge 211 A: Renew by May next.  
Bridge 212 A: Needs new deck.  
Bridge 213 A: O. K.  
Bridge 215 A: O. K.  
Bridge 215 B: O. K.  
Bridge 215 C: O. K.  
Bridge 215 D: O. K.  
Bridge 217 A: New Howe Truss; O. K.  
Bridge 217 B: O. K.  
Bridge 217 C: O. K.  
Bridge 217 D: O. K.  
Bridge 217 E: O. K.  
Bridge 218 A: O. K.  
Bridge 219 A: Unsafe; renew during current year.  
Bridge 220 A: Unsafe; renew by May next.  
Bridge 220 B: Unsafe; renew by May next.  
Bridge 220 C: New; O. K.  
Bridge 221 A: Howe Truss, O. K.  
Bridge 223 A: O. K.; new.  
Bridge 224 A: Being rebuilt.  
Bridge 224 B: O. K., except to renew guard rails.  
Bridge 225 A: O. K., except to renew deck and guard rails.  
Bridge 226 A: Renew next year.  
Bridge 227 A: Fair condition.

Bridge 229 A: Renew deck and guard rails, balance O. K.  
Bridge 229 B: Being filled.  
Bridge 229 C: Renew deck; balance O. K.  
Bridge 230 A: O. K.  
Bridge 230 B: Renew ties and guard rails; balance O. K.  
Bridge 231 A: Unsafe; renew at once.  
Bridge 231 B: Unsafe; renew at once.  
Bridge 231 C: O. K.  
Bridge 232 A: O. K.  
Bridge 232 C: O. K.  
Bridge 233 A: Renew deck; balance O. K.  
Bridge 234 A: O. K.  
Bridge 234 B: Fair condition.  
Bridge 236 A: Renew guard rails and ties.  
Bridge 236 B: O. K.  
Bridge 237 A: Unsafe; renew this year.  
Bridge 237 B: Renew guard rails; balance O. K.  
Bridge 238 A: Renew ties; balance O. K.  
Bridge 239 A: Renew by May next.  
Bridge 239 B: O. K.  
Bridge 239 C: Renew at once; unsafe.  
Bridge 240 A: O. K.  
Bridge 241 A: O. K.  
Bridge 241 B: Renew during current year.  
Bridge 242 A: Renew ties; balance O. K.  
Bridge 242 B: O. K.  
Bridge 243 A: Very unsafe; renew at once.  
Bridge 243 C: Renew by May next.  
Bridge 244 B: Repair deck and bents.  
Bridge 244 C: Renew by May next.  
Bridge 245 A: Renew by May next.  
Bridge 246 A: O. K.  
Bridge 246 B: Overhaul and repair.  
Bridge 247 A: O. K.  
Bridge 247 B: O. K.  
Bridge 247 C: O. K.  
Bridge 248 A: Unsafe; renew at once.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, July 27, 1889. }

The foregoing report on general physical conditions of the O., K. C. & E. and O. & St. L. Railways, was, on motion, formally adopted,

and in view of conditions as expressed in the foregoing report, notice is hereby given Mr. H. S. Reardon, General Manager of the properties therein mentioned, that in the pursuance of their duty, it is the order of this Board that between now and December 31st, 1899, he causes the following improvements and repairs to be made in the before mentioned railways, to wit:

1st. All defective bridges as indicated in report hereto attached must be repaired and rebuilt.

2nd. All rotten, broken and unsound ties must be replaced.

3rd. All defective cattle guards must be rebuilt.

4th. Road-bed must be surfaced, and all cuts properly ditched.

We desire to notify you that the Commissioners will insist on a strict and prompt compliance with the above order, a failure to comply with which will necessitate such action by this Board as is authorized by law.

We would also recommend:

1st. That as soon as practicable all embankments that are narrow and washed be strengthened.

2nd. That the fences be rebuilt.

3rd. That stock pens be put in proper order for the accommodation of shippers, and facilities for loading stock be afforded them.

4th. That all main line stub-switches be replaced by modern split switches.

JOSEPH FLORY,  
Chairman.

Opinion of Supreme Court in case of Railroad and Warehouse Commissioners vs. Missouri, Kansas & Texas Railway Company:

In the Supreme Court of Missouri. April term, 1899. Court in Banc.

H. W. Hickman et al., Respondents,

vs.

Mo., Kan. & Tex. R'y Co., Appellant.

#### OPINION.

This is an appeal by the defendant from a decree and judgment of the circuit court of Cooper county in favor of the plaintiffs.

At the time the suit was instituted, the plaintiffs constituted the Board of Railroad and Warehouse Commissioners of the State of Missouri.

The petition is as follows:

H. W. Hickman, James Cowgill and Joseph Flory, constituting the Board of Railroad and Warehouse Commissioners of the State of Missouri, Plaintiffs,

vs.

The Missouri, Kansas & Texas Railway Company, Defendant.

Plaintiffs state that they are the regularly elected, duly qualified and acting Railroad and Warehouse Commissioners of the State of Missouri, and constitute the board empowered by law to classify and regulate passenger and freight rates in the State of Missouri. That the defendant is a railroad corporation duly incorporated under the laws of the State of Kansas and authorized to do business in the State of Missouri; that said defendant owns and operates a line of railroad in this State, a portion of the main line of which is located in the county of Cooper, State of Missouri, and extends from said county across the Missouri river over a bridge to the county of Howard, the State of Missouri; that said bridge, over which said railroad is constructed, is a part of the roadway of the same and is used as such; that said bridge is under the control and management of said defendant; that informal complaints have heretofore been made to plaintiffs as the Board of Railroad and Warehouse Commissioners aforesaid, that arbitrary, illegal and improper charges had been made by said defendant for carrying passengers and freight over that portion of defendant's said road which passes over said bridge; that plaintiffs, under the authority given them as the Board of Railroad and Warehouse Commissioners aforesaid, proceeded, on the 16th day of July, 1895, after formal notice had been given to defendant, to examine into and determine upon the reasonableness of the charges made by said defendant for carrying freight and passengers over the bridge aforesaid; that it was disclosed by said examination that the defendant was charging more for carrying passengers and freight over said bridge than is authorized by law; that said defendant belongs to the class of railroad corporations designated by the laws of the State of Missouri as "Class A;" that said class is only authorized to charge passengers at the rate of 3 cents per mile each; that said Boonville bridge is not exceeding one mile in length; that said defendant charges for carrying each local passenger over said bridge the sum of three cents per mile; that in addition thereto the said defendant makes an arbitrary charge of 25 cents for carrying each local passenger on its line of railway over said bridge; that said charge of 25 cents so made, demanded and received of each local passenger by said defendant is illegal, improper and unauthorized by law; that said de-



defendant charges and collects on freights transported over said bridge and between local stations upon the line of its railway in addition to the duly established rates for such transportation, as shown in tariffs filed in the office of said Railroad and Warehouse Commissioners, the sum of five (5) cents per one hundred pounds on freights in lots of less than car loads, and two cents per one hundred pounds on freights in car loads. That said charges so made, demanded and received are excessive, unauthorized and in violation of law.

That on the 22nd day of July, 1895, plaintiffs, as the Board of Railroad and Warehouse Commissioners aforesaid, after having duly considered the complaints heretofore filed against the defendant as aforesaid, found that the same were sustained by proper and sufficient evidence, and made and entered of record an order directed to the said defendant railway company that the arbitrary charges made by defendant for crossing passengers and freight over the bridge at Boonville, Missouri, aforesaid, be discontinued, and that a copy of said finding and order was by said plaintiffs forwarded to the general manager of said defendant's road.

Plaintiffs state that they are informed and believe the fact to be that the defendant is disregarding and ignoring said order, and is continuing, in violation of law, to charge, demand and receive rates in excess of three cents per mile for carrying each passenger over that portion of its road which consists of said bridge, and that said defendant continues to charge, demand and receive freight rates in excess of those authorized by law for carrying freight on that portion of its road of which said bridge over the Missouri river at Boonville constitutes a part.

Plaintiffs therefore ask that this Court may issue a writ of injunction herein or such other process, mandatory or otherwise, as may seem necessary in the premises, to restrain said defendant from further continuing to violate the law and the finding of said plaintiffs herein, acting as the Board of Railroad and Warehouse Commissioners, aforesaid, that obedience to said order may be required of defendant, and that such other and further orders and decrees may be made in this cause as may seem, upon a hearing, to be right and proper in the premises.

R. F. WALKER,

Attorney-General, for Plaintiffs.

In due time the defendant appeared and filed its petition and bond for the removal of the cause to the circuit court of the United States. The petition being as follows:

Your petitioner respectfully shows that it is the defendant in the above entitled suit; that at and prior to time of the institution

of this suit the defendant was, ever since has been, and now is a corporation created and existing under the laws of the State of Kansas; and that at said times and dates it was, has been, and now is a citizen of the State of Kansas, and non-resident of the State of Missouri, in which this suit is brought; that the plaintiffs in said suit, at the time of the institution thereof, all and each were, ever since have been and now are citizens and residents of the State of Missouri.

That the said suit is of a civil nature to enjoin the collection of certain charges for the transportation of passengers and freight over and across a bridge across the Missouri river, between the counties of Cooper and Howard, in the State of Missouri, and that the amount and matter in dispute in said suit exceeds, exclusive of interest and costs, the sum and value of two thousand dollars (\$2,000).

That the controversy in said suit is wholly between citizens of different States, to wit: Between your petitioner, a citizen of the State of Kansas at the time of the bringing of said suit and at this time, and the said plaintiffs, who, each and all of them, were then, and still are, citizens of the the State of Missouri and your petitioner offers herewith a bond, with good and sufficient security, for its entry in the circuit court of the United States for the Central Division of the Western District of Missouri, on the first day of the next regular session or term, of a copy of the record in this suit, and for paying all costs that may be awarded by the circuit court of the United States, if said court shall hold that this suit was wrongfully or improperly removed thereto, and your petitioner prays this Honorable Court to proceed no farther herein, except to make an order for the removal of this case to said United States Circuit Court, and to accept the said surety and bond, and to cause the record herein to be removed into said circuit court of the United States in and for the Central Division of the Western District of Missouri, and it will ever pray.

At the October term, 1895, of the circuit court of Cooper county the defendant's petition for removal was denied, and thereupon the defendant procured and filed in the United States Circuit Court, at Jefferson City, a transcript of the proceedings in the Cooper Circuit Court. At the January term, 1896, of the Cooper Circuit Court the case was continued by the Court on its own motion. At the May term, 1897, of the said Court, the case was again continued, on application of the plaintiff, to the October term, 1897, of said Court. At which term, the case, over the protest of the defendant and its objections to the jurisdictions of said Court; was taken up and tried on the evidence of the plaintiffs, without any participation by the de-

fendant in the trial, and the decree rendered as prayed for in their petition with judgment for costs. Afterwards, in due time, the defendant filed its motion for new trial, and in arrest of judgment, which, being overruled, it perfected its appeal to this Court.

### I.

Under the laws of the United States, the circuit courts thereof have original cognizance, concurrent with the courts of the several states of all suits of a civil nature at common law, or in equity, when the matter in dispute exceeds, exclusive of interest, the sum or value of two thousand dollars and in which the controversy is between citizens of different states. 25 U. S. State at Large, p. 434, Sec. 1. Any such suit pending in a state court "may be removed into the circuit court of the United States for the proper district, by the defendant or defendants therein, being non-residents of that state." *Ib.* Sec. 2.

And by Sec. 3 of said act it is provided that whenever any party entitled to remove any such suit, "may make and file a petition in such suit in such state at the time or at any time before the defendant is required by the laws of the state or the rules of the state court in which such suit is brought to answer or plead to the declaration or complaint of the plaintiff. \* \* \* and shall make and file therewith a bond, with good and sufficient surety, for his or their entering in such circuit court on the first day of its then next session, a copy of the record in such suit, and for paying all costs that may be awarded by the said circuit court, if such court shall hold that such suit was wrongfully or improperly removed thereto, and also for their appearing and entering special bail in such suit if special bail was originally requisite therein. It shall be the duty of the state court to accept said petition and bond and proceed no further in such suit." \* \* \*

It is contended for the defendant that when the petition and bond for removal was filed in the case, in the Cooper County Circuit Court, the jurisdiction of that court to take any further proceedings therein except to make an order transferring the case to the circuit court of the United States, ceased, and that its proceedings thereafter, which culminated in the decree aforesaid, was *coram non judice* and void, therefore the decree and judgment should be reversed.

It may be conceded that the petition and bond for removal are in proper form, and that the petition states facts which, if true, are sufficient to authorize the transfer of the case to the circuit court of the United States under the statute cited, and it may be further conceded that an issue upon the facts stated in the petition could

not be raised and tried in the State Court for the purposes of determining the question of its jurisdiction. The State Court "must take the facts to be as they are stated in the record and the petition; it has no jurisdiction to pass upon any such question; that is the exclusive province of the Federal Court." Black's *Dillon on Removal of Causes*, Sec. 191, and cases cited, 30. The jurisdiction of the State Court, however is not ousted by the mere filing of the petition and bond. "In order to warrant a removal from a court of a state into a circuit court of the United States according to the term of the act, the necessary diverse citizenship must exist." *Powers vs. Chesapeake & Ohio Railway*, 169 U. S. 92.

The petition, when filed, becomes a part of the record, and the defendant's right of removal depends upon the facts as they appear from the whole record. *Stone vs. South Carolina*, 117 U. S. 431, as was said by Waite, C. J., in that case: "A state court is not bound to surrender its jurisdiction of a suit on a petition for removal until a case has been made which on its face shows that the petitioner has a right to the transfer. *Yulee vs. Vose*, 99 U. S. 539, 545; *Removal Cases*, 100 U. S. 457, 474. It is undoubtedly true, as was said in *Steamship Company vs. Tugman*, 106 U. S. 118, 122, that upon the filing of the petition and bond—the suit being removable under the statute—the jurisdiction of the state court absolutely ceases, and that of the circuit court of the United States immediately attaches, but still, as the right of removal is statutory, before a party can avail himself of it, he must show upon the record that his is a case which comes within the provision of the statute. As was said in *Insurance Company vs. Pechner*, 95 U. S. 183, 185, "his petition for removal, when filed, becomes part of the record in the cause. It should state facts which, when taken in connection with such as already appear, entitle him to the transfer. If he fails in this, he has not, in law, shown to the court that it cannot 'proceed further with the suit.' Having once acquired jurisdiction, the court may proceed until it has been judicially informed that its power over the cause has been suspended." The mere filing of a petition for the removal of a suit, which is not removable, does not work a transfer. To accomplish this the suit must be one that may be removed, and the petition must show a right in the petitioner to demand the removal. This being made to appear on the record, and the necessary security having been given, the power of the state court in the case ends and that of the circuit court begins.

All the issues of fact made upon the petition for removal must be tried in the circuit court, but the state court is at liberty to de-

termine for itself whether, on the face of the record, a removal has been effected. If it decides against the removal, and proceeds with the cause notwithstanding the petition, its ruling on that question will be reviewable here after final judgment under section 709 of the Revised Statutes. Removal Cases, 100 U. S. 457, 472; Railroad Co. vs. Mississippi, 102 U. S. 135, 141; Keer vs. Huidekoper, 103 U. S. 485; Railroad Co. vs. Koontz, 104 U. S. 15; Chesapeake & Ohio Railroad Co. vs. White, 111 U. S. 134, 137. If the State court proceeds after a petition for removal it does so at the risk of having its final judgment reversed, if the record on its face shows that when the petition was filed that court ought to have given up its jurisdiction."

So that the question whether a removal would be effected by the filing of the petition and bond remained to be decided by the Cooper Circuit Court, on the face of the record as made up, after the filing of the same, and unless judicially informed by the record so made, that the suit was removable, it might proceed in the exercise of its jurisdiction.

The fact stated in the petition for removal that would entitle the defendant to the removal, was that the plaintiffs are citizens of the State of Missouri, and the defendant is a citizen of the State of Kansas. Now, while this fact is not to be disputed, but taken as true, it further appears from the record that "the controversy" inaugurated by their petition is not between them in their individual character as citizens of the State of Missouri and the defendant, but in their official character as members of "The Board of Railroad and Warehouse Commissioners of the State of Missouri." Hence, it is argued for the respondents by the Attorney-General, that the controversy is not between citizens of different states, but between the State of Missouri and a citizen of the State of Kansas, and as the statute does not authorize the removal of a suit between a state and citizens, and a state cannot be a citizen of any state; that it thus appears from the record that the case was not removable under the statute; the jurisdiction of the circuit court of Cooper county was not divested by the application for removal; and it committed no error in proceeding with the case to final judgment. This presents the crucial question on this appeal.

Is this a suit by the State of Missouri against the defendants? If so, then beyond question, the case was not removable to the U. S. court, and the circuit court of Cooper county was not divested of its jurisdiction; for it is well settled law that "A suit instituted by a state in one of its own courts against a citizen of another state is not removable to the circuit court of the United States on the

grounds of diversity of citizenship of the parties. *State of Ala. vs. Wolfe*, 18 Fed. Rep. 836; *Postal Telegraph Cable Co. vs. Alabama*, 155 U. S. 462; *State vs. South Carolina*, 117 U. S. 143; *Germania Ins. Co. vs. Wisconsin*, 119 U. S. 473; *Ames vs. Kansas*, 111 U. S. 449.

Although the State of Missouri is not a nominal party to the suit, yet if it is the real party in interest, the controversy is between the State and the defendant, and the Federal statute does not apply; and the question whether the State is the actual party to the controversy must be determined by a consideration of the whole record. In *R. Ayres*, 123 U. S. 443; *Carson vs. Hyatt*, 118 U. S. 279; *Hagard vs. Southern*, 117 U. S. 52; *Maryland vs. Baldwin*, 112 U. S. 490. The law looks to "things not names, to the actors in controversies and suits, not to the mere forms or inactive instruments used in conducting them, in virtue of some positive law." *McNutt vs. Bland*, 2 How. 9.

The positive law authorizing this action is Sec. 2653, R. S. 1889. The provisions of which, bearing upon the present inquiry, are as follows: "Where the complaint involves either a private or a public question as aforesaid, and the commissioners have made a lawful order or requirement in relation thereto, and where such common carrier, or the proper officers, agent or employe thereof, shall violate, refuse or neglect to obey any such order or requirement, it shall be lawful for the board of railroad commissioners, or any person or company interested in such order or requirement, to apply in a summary way, by petition, to any circuit court at any county in this state into or through which the line of railway of the said common carrier enters or runs, alleging such violation or disobedience, as the case may be; and the said court shall have power to hear and determine the matter on such short notice to the common carrier complained of, as the court shall deem reasonable. \* \* \* And if it be made to appear to the court, on such hearing, \* \* \* that the lawful orders or requirements of such commissioners drawn in question have been violated or disobeyed, it shall be lawful for such court to issue a writ of injunction or other proper process, mandatory or otherwise, to restrain such common carrier from further continuing such violation of such order or requirement of said commissioners, and enjoin obedience to the same. \* \* \* And in case of any disobedience of any such injunction or other proper process, mandatory or otherwise, it shall be lawful for such court to issue writs of attachment, or other proper process of said court incident or applicable to writs of injunction or other proper process, mandatory or otherwise, against such common carrier; and if a corporation, against one or more of the directors, officers or agents, of the same, or against any owner, lessee,

trustee, receiver or other persons failing to obey such writ of injunction or other process, mandatory or otherwise; and said court may make an order directing such common carrier or other person so disobeying such writ of injunction or other proper process, mandatory or otherwise, to pay such sum of money, not exceeding for each carrier or person in default, the sum of one hundred dollars per day, for every day after a day to be named in the order that such carrier or other person shall fail to obey such injunction or other proper process, mandatory or otherwise; and such money shall be payable to the school fund of the county in which such proceeding is pending, and payment thereof may, without prejudice to any other mode of recovering the same, be enforced by attachment or order in the nature of a writ of execution, in like manner as if the same had been recovered by final decree *in personam* in such court. \* \* \* Whenever any such petition shall be filed by the commissioners as aforesaid, it shall be the duty of the attorney-general, when requested by said commissioners, to prosecute the same. \* \* \* The costs of such proceedings may be, with the approval of the attorney-general and governor of the State, when such suit is brought by any private person, and when brought by said commissioners shall be ordered by the commissioners to be paid in the first instance out of any money in the treasury not otherwise appropriated; and if upon final hearing the decision is against the said common carrier or other person against whom the proceeding is being prosecuted, such common carrier or person shall be liable for the costs, for which judgment may be rendered as in any other case."

By section 2658, it is further provided that: "To defray the necessary expenses of the railroad commissioners in making investigations and prosecuting suits, and to pay all necessary costs attending the same, there is hereby appropriated, out of any money in the State treasury not otherwise appropriated, the sum of ten thousand dollars, to be drawn upon the warrant of the State auditor, issued upon requisition of the railroad commissioners, approved by the governor, which requisition shall be accompanied by an itemized statement of the costs and expenses to be paid."

The general rule is that "When the plaintiff has no real interest in the subject-matter of the controversy, and can derive no advantage from the judgment, but the suit is required to be brought in his name because he holds the formal right to sue, although the action is really prosecuted for the benefit of another, the record plaintiff is only a nominal party, whose citizenship will not affect the right of removal; such right will depend upon the relative citizenship of

the real party in interest." Black's Dillon on Removal of Causes, Sec. 86.

Under this statute the suit is brought in the name of the "Board of Railroad Commissioners" because they hold the formal right to sue, but the members of that board neither individually nor collectively have any interest in the subject-matter of the controversy, and can derive no advantage or benefit, nor suffer any injury or loss from the judgment therein. In *Ferguson vs. Ross*, 38 Fed. Rep. 161, holding that an action under the laws of New York in the name of "the Shore Inspector" to recover a penalty for depositing prohibited material in the waters of the bay and harbor of New York, which penalty, when recovered, goes into the State treasury, is in effect an action by the State, and therefore not removable under the act of Congress in question. It was said, "The nominal plaintiff here is an individual, but he sues only in his official character. The suit is brought to enforce a police regulation of the State. He has no personal interest in its subject-matter, not even for his fees or commission, for he is a salaried officer whose compensation is secured irrespective of the result of the suits he may bring. In the event of his removal from office the suit would be continued by his successor, not himself. Courts will look behind and through the nominal parties on the record to ascertain who are the real parties to the suit, and will determine whether a state is a real party to an action brought by or against its officer by a consideration of the whole record" (citing authorities). The real party prosecuting these sustains the state of New York and they are therefore not removable under the act of 1887. On the other hand in *Regan vs Farmers Loan and Trust Co.* 154 U. S. 362, holding that a suit in equity against the railroad commissioners of the state of Texas, assented to by that state, in the act creating the commission, was not a suit against the state. It was said "So far from the state being the only real party in interest, and upon whom alone the judgment effectively operates it has a pecuniary sense no interest at all. Going back of all matters of form, the only parties pecuniarily affected are the shippers and the carriers, and the only direct pecuniary interest which the state can have arises when it abandons its governmental character, and as an individual employs the railroad company to carry its property. There is a sense, doubtless, in which it may be said that the state as interested in the question, but only a governmental sense.

It is interested in the well-being of its citizens in the just and equal enforcement of all its laws, but such governmental interest is not the pecuniary interest which causes it to bear the burden of an



adverse judgment. Not a dollar will be taken from the treasury of the state, no pecuniary obligation of it will be enforced, none of its property be affected by any decree which may be rendered." While neither of these cases, upon the facts in judgment, for obvious reasons, can be regarded as direct authority in the present case, an analogue of which cannot perhaps be found in the reports. Much reliance is placed upon the reasoning in each by counsel respectively, the attorney-general contending that the case in hand is within the reasoning of the first and counsel for defendant that it is within the reasoning of the first. So these cases may serve, if not for authority, at least as pointers to a proper solution of the question of "real interest" under this statute.

The State, in its governmental capacity, had in previous sections of the statute, made provisions for regulating the rate and charges of common carriers for carrying passengers and freight, and provided for a hearing before its Board of Commissioners of all complaints for a violation of those regulations, and that the finding of the Board shall be *prima facie* evidence of the reasonableness and justness of the charges by it found and required. In this section the statute makes provision for a civil action to enforce the requirement in behalf of two classes of persons—first, "the Board of Railroad Commissioners;" second, any person or company interested in such order or requirement." Now while in actions under the statutes by persons of the second class, who will generally be shippers or passengers, the State has no pecuniary interest, it is not so in actions under this statute by persons of the second class, its Board of Railroad Commissioners. In such actions it abandons its governmental character, enters a court of competent jurisdiction as a suitor under the law, incurs the same liability for costs and expenses as does any other suitor, to be paid under the express provision of the statute, out of any money in the treasury not otherwise appropriated, and is, moreover, pecuniarily interested, not only by reason of the liabilities it incurs in the actions, but because of its pecuniary interest in the judgments which may be obtained and which when pushed to final extremity of execution, may result in the payment of penalties, not directly into the State treasury, it is true, but into the treasury of one of its political subdivisions for the benefit of the public schools to the establishment and maintenance of which its credit is pledged by the organic law. It seems to us, therefore, that the State in addition to its government has a real pecuniary interest in the subject-matter of this controversy and that the suit is being prosecuted for its benefit

in every sense, and is not subject to removal to the United States Court, and we so hold.

(2.) Counsel for defendant in his reply brief contends that the judgment should be reversed, because the circuit court of Cooper county proceeded to trial when the defendant had no reason to expect that a trial would be insisted on. It appears from the record that the cause came on for trial in the Cooper Circuit Court in due course nearly two years after defendant's motion for a removal to the United States Court had been overruled. By the overruling of that motion, the defendant was advised in the most direct and formal manner that the Circuit Court of Cooper county intended to maintain its jurisdiction to try and determine this cause in due course.

Thereupon it chose to stand upon its motion, filed a transcript of the proceedings of the Cooper Circuit Court in the United States Circuit Court, and thereafter persistently maintained that the case had been transferred; that the Cooper Circuit Court had no jurisdiction to proceed further therein and neglected to make any preparation for its trial in said court, up to the very day of the trial, when it filed a written protest in which protesting in the strongest terms against the jurisdiction of that court, it asked the Court to suspend further action until the next term of court in order that the defendant might have sufficient time "to establish that this court has no jurisdiction to proceed in this cause, or to entertain jurisdiction over the same; or if the Court shall hold that it has such jurisdiction, then to enable the defendant to determine what course it will pursue, and whether or not it will, submit to the jurisdiction of the Court, or whether it will take part in the proceedings of the case, still protesting against the jurisdiction of the Court, or whether it will refuse to appear and take any part in the proceeding." The Court had long since held that it had jurisdiction and we know of no law or rule of practice by which Courts are required to delay the exercise of their jurisdiction until suitors shall have made up their minds as to whether they will submit to it or not. The Court committed no error in proceeding with the trial without giving heed to this protest. The judgment of the circuit court is affirmed. All concur.

THEO. BRACE, J.



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PART III.  
TABULATED STATISTICS.

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TABLE No. 1

RAILROAD MILEAGE WITHIN THE STATE OF MISSOURI, JUNE 30, 1899.

Name of company controlling.	Name of railroad.	From	To	Main line.		Yard track and sidings.....	Totals.....	Total all tracks.
				Single track.	2nd & 3rd tracks.			
Atchison, Topeka & Santa Fe..	Atchison, Topeka & Santa Fe.....	Kansas City.....	Chicago, Ill.....	195.46	1.30	66.72	263.48	361.04
		North Lexington.....	St. Joseph.....	97.56	263.02			
Bellevue Valley.....	Bellevue Valley.....	St. L., I. M. & S. Ry.	Schneider's Quarry, Zions Co. I.....		3.57	.25		3.82
Cape Girardeau, Bloomfield & Southern.....	Cape Girardeau, Bloomfield & Southern.....	Bloomfield, Stoddard Co., St. L. & M.	Zions Co. I.....		31.00	1.50		32.50
Cassville & Western.....	Cassville & Western.....	Exeter, St. L. & Santa Fe R. R.....	& S. Ry., and Zalma		4.51	.49		5.00
Chester, Perryville & Ste. Genevieve.....	Chester, Perryville & Ste. Genevieve.....	West Chester, Perry Co.....	Cassville Barry Co.		27.56	2.15		29.71
		Co.....	Perryville and Ste. Genevieve.....	101.59	263.41	54.96		321.09
Chicago & Alton.....	Louisiana & Missouri River.....	Louisiana.....	Mexico & Cedar City	181.82	2.72			
	Kansas City, St. Louis & Chicago.	Mexico.....	Kansas City.....	103.82		13.94		117.76
Chicago, Burlington & Quincy.	Chicago, Burlington & K. C. O.	Carrollton.....	Keokuk, Ia.....	206.52				
		Hannibal.....	St. Joseph.....	12.45				
		Palmyra Junction.....	West Quincy.....	54.16				
		Cameron.....	Kansas City.....					
		St. Joseph.....	Rushville & Atchison Junction.....	15.89	.46	81.13		370.81
				289.22				
	Kansas City, St. Joseph & C. B.....	Harlem, H. & St. J. R. R.....	Council Bluffs, Ia.....	140.51				
		Amazonia.....	Creston, Ia.....	52.13				
		Bigelow.....	Burlington Jct.....	31.54				
		Cornling.....	Northboro, Ia.....	25.43				
		Winthrop.....	Armour.....	2.96				
		Stillings.....	E. Leavenworth.....	1.05	1.77	71.25	323.64	
				253.62				
	Atchison & Nebraska.....	Atchison & Neb. Jct.	Rulo Bridge.....					
	St. Joseph & Nebraska.....	St. Joseph Junction	Atch. & N. W. Jct.	3.12			3.12	
	Leon, Mt. Ayr & Southwestern.....	Albany.....	Bethany Jct., Ia.....	5.86			5.86	
		Grant City.....	Leon, Ia.....	43.83		3.20	53.47	
				50.27				



## REPORT OF THE

## RAILROAD MILEAGE WITHIN THE STATE OF MISSOURI—Continued.

Name of company controlling.	Name of railroad.	From	To	Main line.		Yard track and sidings.....	Totals .....	Total all tracks.
				Single track.	2nd & 3rd tracks....			
Kansas City, Pittsburg & Gulf.	Kansas City, Pittsburg & Gulf.	Grand View, Jackson county, K. O. & S. O. M. & S. P. con., W. of Missouri riv. bdg.	Mena, Ark.	102.53	.....	30.63	103.16	.....
"	K. C. & Northern Connecting	Pattonsburg.	Pattonsburg and Gower.	86.10	.....	5.00	91.10	.....
"	Omaha, Kansas City & Eastern.	Pattonsburg.	Trenton.	33.97	.....	2.45	36.42	.....
"	Omaha & St. Louis.	Pattonsburg.	Council Bluffs, Ia.	77.67	.....	8.59	86.26	.....
"	Quincy, Omaha & Kansas City.	West Quincy.	Trenton.	134.03	.....	8.51	142.54	.....
"	"	"	"	494.30	494.30	.....	549.81	549.81
Kansas C., Suburban Belt Ry.	Kansas City Suburban Belt Ry.	State Line.	Brush Creek, Jackson county.	13.45	.....	.....	.....	.....
"	"	Branches	"	13.45	6.61	14.67	37.27	.....
"	K. O. & Independence Air Line.	Air Line Junction.	Independence and Branches.	6.74	.67	.75	8.16	.....
"	"	"	"	22.73	22.73	.....	45.43	45.43
Louisville & Nashville.	Louisville & Nashville.	Track in St. Louis.	"	.....	.15	.....	.....	.15
Kansas City & Westport Ry.	Kansas City & Westport Railroad	Westport Junction, K. C., O. & G. Ry.	Westport.	.....	.....	.....	.....	.....
Leavenworth Term. & Bridge Co.	Leavenworth Term. & Bridge Co.	Leavenworth Bridge.	K. C. S. J. & C. B. & C. R. I. & P. Jcts.	8.20	.....	.25	.....	8.54
Manufacturers' Railway.	Manufacturers' Railway.	St. Louis, I. M. & S. Ry., St. Louis.	Anheuser Brewery, St. Louis.	.....	.93	.....	.....	.93
Mississippi River & Bonne T.	Mississippi River & Bonne Terre.	Riverside, St. L., I. M. & S. Ry.	St. Louis.	.....	.66	.25	.....	.91
Missouri, Kansas & Texas.	Missouri, Kansas & Texas.	Texas & St. L., K. & N. W. R. R.	Doe Run.	.....	47.47	11.37	.....	58.84
"	"	Hannibal.	Fort Scott, Ark.	305.10	.....	.....	.....	.....
"	"	"	Franklin Junction.	104.50	.....	77.82	457.42	.....
"	"	K. C. Jct. Pettis Co.	Paola, Kans.	69.65	.....	4.85	74.50	.....
"	Kansas City, Eldorado & Southern	Walker, M. & T. Ry.	Eldorado Springs.	14.00	.....	.50	14.50	.....
"	"	"	"	493.25	493.25	.....	578.42	578.42
Missouri Pacific.	Missouri Pacific.	St. Louis.	Omaha, Neb.	283.74	.....	.....	.....	.....
"	"	St. L. Poplar St. track	"	1.	.....	.....	.....	.....

[illegible]





[illegible]

TABLE No. 2.

STOCKS, ETC., YEAR ENDING JUNE 30, 1899.

Name of Company.	Mileage repre- sented.	Common stock.	Preferred stock.	Debtenture scrip.	Total.	Amt. per mile of road.	Dividends paid.		
							Common stock.	Preferred stock.	Total.
Atchison, Topeka & Santa Fe.....	7,210.86	\$102,000,000	\$131,496,000	.....	\$253,496,000	\$25,380	.....	\$2,958,435 00	\$2,958,435 00
Boonville, St. Louis & Southern.....	43.97	250,000	.....	.....	250,000	5.087	.....	.....	.....
Chicago & Alton.....	542.20	18,751,100	3,479,500	.....	22,230,600	41.001	984,432 75	182,673 75	1,167,106 50
Chicago, Burlington & Kansas City.....	181.56	8,000,000	.....	.....	8,000,000	44.053	.....	.....	.....
Chicago, Burlington & Quincy.....	6,040.33	93,725,400	.....	.....	93,725,400	15.517	5,238,370 50	.....	5,238,370 50
Chicago Great Western.....	844.85	21,258,045	18,833,700	\$12,656,553	52,748,388	62.435	408,002 00	454,896 00	862,898 00
Chicago, Milwaukee & St. Paul.....	6,147.90	46,923,600	35,595,400	.....	82,519,000	13.422	2,318,980 00	2,278,590 50	4,597,570 50
Chicago, Rock Island & Pacific.....	2,928.62	49,988,300	.....	11,700	50,000,000	17.073	1,998,710 00	.....	1,998,710 00
Crystal Railway.....	3.50	30,000	.....	.....	30,000	8.541	.....	.....	.....
Current River.....	81.95	1,006,000	.....	.....	1,006,000	19.579	.....	.....	.....
Eureka Springs.....	18.50	500,000	.....	.....	500,000	27.027	.....	.....	.....
Hannibal & St. Joseph.....	289.22	9,168,700	5,083,209	.....	14,251,909	49.277	.....	355,810 00	355,810 00
Kansas City Belt Railway.....	9.38	100,000	.....	.....	100,000	10.655	.....	.....	.....
Kansas City, Clinton & Springfield.....	162.63	1,775,400	.....	.....	1,775,400	10.917	.....	.....	.....
Kansas City, Excelsior Springs & Northern.....	9.47	100,000	.....	.....	100,000	10.590	.....	.....	.....
Kansas City, Fort Scott & Memphis.....	715.11	9,997,000	2,750,000	.....	12,747,000	17.825	.....	.....	.....
Kansas City & Northern, Connecting.....	86.07	3,000,000	.....	.....	3,000,000	34.855	.....	.....	.....
Kansas City, Pittsburg & Gulf.....	941.33	23,000,000	24,431	.....	23,000,000	24.431	.....	.....	.....
Kansas City, Pittsburg & Council Bluffs.....	310.85	6,050,493	.....	.....	6,050,493	19.464	257,142 00	.....	257,142 00
Kansas City, St. Louis & Chicago.....	161.82	271,800	1,750,000	.....	2,021,800	12.499	.....	105,000 00	105,000 00
Kansas City Suburban Belt Railway.....	29.95	4,750,000	.....	.....	4,750,000	15.707	.....	.....	.....
Keokuk & Western.....	254.65	4,000,000	.....	.....	4,000,000	15.707	40,000 00	23,030 00	23,030 00
Louisiana & Missouri River.....	100.80	2,312,700	1,338,000	.....	3,651,700	36.227	.....	.....	.....
Mississippi River & Bonne Terre.....	47.47	600,000	.....	.....	600,000	12.640	.....	.....	.....
Missouri, Kansas & Texas.....	1,852.09	55,462,500	13,000,000	.....	68,462,500	36.965	.....	.....	.....
Missouri Pacific.....	1,000.00	47,447,825	.....	.....	47,447,825	44.737	.....	.....	.....
Missouri Southern.....	28.15	80,000	.....	.....	80,000	2.744	.....	.....	.....
Omaha, Kansas City & Eastern.....	36.45	1,428,000	.....	.....	1,428,000	39.177	.....	.....	.....
Omaha & St. Louis.....	164.41	2,592,000	.....	.....	2,592,000	15.765	.....	.....	.....
Paragould Southeastern.....	22.04	100,000	.....	.....	100,000	4.537	.....	.....	.....
Rockport, Langdon & Northern.....	5.60	53,000	.....	.....	53,000	9.821	.....	.....	.....
Quincy, Omaha & Kansas City.....	134.51	1,623,240	.....	.....	1,623,240	12.067	.....	.....	.....
Sedalia, Warsaw & Western.....	42.30	516,000	.....	.....	516,000	12.198	.....	.....	.....
St. Joseph Terminal.....	1.02	300,000	.....	.....	300,000	284.118	.....	.....	.....
St. Louis & Hannibal.....	103.00	462,000	.....	.....	462,000	4.485	.....	.....	.....
St. Louis, Iron Mountain & Southern.....	1,428.86	25,795,000	.....	.....	25,795,000	18.653	.....	.....	.....
St. Louis, Kansas City & Colorado.....	96.94	1,000,000	.....	.....	1,000,000	28.100	.....	.....	.....
St. Louis, Keokuk & Northwestern.....	223.80	5,443,800	.....	.....	5,443,800	24.109	108,876 00	.....	108,876 00
St. Louis & Memphis.....	13.50	130,000	.....	.....	130,000	9.629	.....	.....	.....
St. Louis Merchants' Bridge Terminal.....	7.44	2,939,500	.....	.....	2,939,500	305.094	.....	.....	.....

St. Louis & San Francisco.....	1,385.39	29,000,000	21,000,000	.....	50,000,000	36,091	.....	360,000 00
St. Louis Southwestern.....	582.70	16,500,000	20,000,000	.....	36,500,000	62,639	.....	.....
St. Louis Transfer Railroad.....	6.35	199,800	.....	.....	199,800	31,445	.....	.....
St. Louis Bridge Co.....	1.22	7,990,000	.....	.....	7,990,000	6,549,180	.....	.....
St. Louis Tunnel Railroad.....	.94	1,250,000	.....	.....	1,250,000	1,329,787	.....	.....
Terminal Railroad Association of St. Louis ..	1.35	1,441,200	.....	.....	1,441,200	1,067,556	.....	.....
Wabash Railroad .....	1,564.00	28,000,000	24,000,000	.....	52,000,000	32,622	.....	.....
Williamsville, Greensville & St. Louis.....	25.00	575,000	.....	.....	375,000	15,000	.....	.....
Totals.....	35,943.75	\$638,899,403	\$276,336,959	\$12,668,253	\$929,874,615	.....	\$11,444,513 25	\$6,718,775 25
								\$18,163,288 50

Average common stock per mille, \$17.714; average preferred stock per mille, 21.427 miles, \$12,990 00; average total stock per mille, entire mileage, \$25,870.00.

No statements were received from the following named companies: Bellevue Valley, Cape Girardeau, Bloomfield & Southern, Cassville & Western, Houck's Missouri & Arkansas, Hamilton & Kingston, Kansas City, Osceola & Southern, St. Louis, Kennett & Southern, Southern Missouri & Arkansas, Morley & Morehouse, Chester, Perryville & Ste Genevieve, Manufacturers' Railway, St. Clair, Madison & St. Louis Belt.

TABLE NO. 3.

BONDS AND DEBT, YEAR ENDING JUNE 30, 1899.

Name of company.	Mileage repre- sented .....	Mortgage b'nds	Income bonds.	Equipment bonds .....	Total bonds ...	Miscellaneous obligations ..	Current liabil- ities .....	Total debt .....	Int. accrued...	Interest paid..	Bonded debt per mile of road .....
Atchison, Topeka & Santa Fe.....	7,209.00	\$131,980,710	\$51,728,000	\$750,000	\$184,458,710	\$2,497,000	334,074	\$184,458,710	\$5,188,132	\$7,144,549 17	\$25,495
Chicago & Alton.....	806.15	6,464,850			6,464,850		32,156	9,285,924	505,627 10	500,047 10	\$11.117
Chicago, Burlington & Kansas City ..	181.36	126,437,700			126,437,700	\$2,890,000	32,156	129,327,700	40,200 00	49,200 00	4.516
Chicago, Burlington & Quincy.....	6,040.33	2,823,150			2,823,150		82,235	4,530,586	6,514,068 00	6,080,527 21	20.032
Chicago Great Western.....	844.85	135,874,500	352,060	1,425,201	4,248,351		82,235	136,296,500	6,880,119 60	7,011,610 42	5.028
Chicago, Milwaukee & St. Paul .....	6,147.90	64,716,000		1,385,000	66,081,000		271,531	1,877,531	3,021,845 00	3,054,361 67	22.158
Chicago, Rock Island & Pacific .....	2,928.62	1,606,000			1,606,000		271,531	1,877,531	80,303 00	80,225 00	22.564
Current River.....	81.95	500,000			500,000			500,000	30,000 00	30,000 00	19.597
Eureka Springs.....	18.50	8,000,000			8,000,000			8,000,000	485,400 00	485,400 00	54.054
Hannibal & St. Joseph.....	289.22	2,050,000			2,050,000		272,744	2,322,744	123,000 00	61,500 00	27.072
Kansas City Belt Railway.....	9.38	3,250,000			3,250,000		590,818	3,840,818	103,000 00	164,137 50	218.043
Kansas City, Clinton & Springfield.....	162.63	100,000			100,000		7,956	107,956	5,000 00		19.084
K. C., Excelsior Springs & Northern.....	9.47	17,380,000		761,000	18,141,000			18,141,000	1,109,950 32	1,108,616 32	10.560
Kansas City, Ft. Scott & Memphis.....	715.11	1,818,000	1,156,000	25,497	2,999,497		189,823	3,189,320	85,650 00	38,650 00	25.368
Kansas City & Northern Connecting.....	86.07	23,000,000		2,107,475	25,107,475		1,104,486	26,211,961	1,150,000 00	577,575 00	34.849
Kansas City, Pittsburg & Gulf .....	941.43	3,000,000			3,000,000			3,000,000	210,000 00	210,000 00	26.070
Kansas City, St. Louis & Chicago.....	161.82	407,000			407,000			407,000			18.539
K. C. Southwestern Ry. of Missouri ..	20.70	4,050,000			4,050,000	46,067		4,096,067	292,438 87	171,313 87	19.666
Kansas City Suburban Belt.....	29.95	972,000			972,000			972,000			136.763
Fort Scott Central.....	57.05	69,000			69,000			69,000			17.017
Joplin & Western.....	4.39	500,000			500,000	1,519,896		1,519,896	88,565 24	88,565 24	5.069
Keokuk & Western.....	254.65	70,743,000			70,743,000		40,283	71,096,283	30,000 00	30,000 00	10.523
Mississippi River & Bonne Terre .....	47.47	30,000,000			30,000,000	32,138,000	363,580	32,501,580	2,980,420 00	38,196	38.196
Missouri, Kansas & Texas.....	1,832.69	816,000			816,000		35,762	851,762	3,038,437 50	3,216,826 25	58.587
Missouri Pacific.....	1,060.60	2,376,000	612,000	404,414	3,392,414		272,152	3,664,566	40,800 00	40,800 00	50.273
Omaha, Kansas City & Eastern.....	36.45	100,000			100,000		335,372	435,372	95,040 00	95,040 00	14.452
Omaha & St. Louis.....	164.41	250,000			250,000		12,536	262,536		6,000 00	4.537
Paragould Southeastern.....	22.04	350,000			350,000			350,000	1,500 00	1,444 50	18.586
Quincy, Omaha & Kansas City.....	134.51	500,000			500,000		1,570	501,570	17,500 00	17,500 00	343.137
Rock Port, Langdon & Northern.....	5.60	5,000,000			5,000,000			5,000,000			4,098.361
St. Joseph Terminal.....	1.02	380,000			380,000			380,000			6.117
St. Louis Bridge.....	1.22	42,700,925			42,700,925			42,700,925	2,636,558 10	2,636,558 10	33.675
St. Louis & Hannibal.....	163.00	1,381,000	230,000	558,000	4,723,000		188,840	4,911,840	600,000 00	600,000 00	24.254
St. Louis, Iron Mountain & Southern ..	1,428.86	44,607			44,607		2,706,330	2,750,937	3,500 10	3,500 10	44.951
St. Louis, Kansas City & Colorado ..	56.94	68,000			68,000			68,000	175,000 00	175,000 00	470.439
St. Louis, Keokuk & Northwestern.....	235.80	3,500,000			3,500,000			3,500,000			
St. Louis & Memphis.....	13.50	84,000			84,000			84,000			
St. Louis Merchants' Bridge Terminal.....	7.44	3,500,000			3,500,000		1,272,532	4,772,532			

[illegible]

**Average debt per mile exclusive of current liabilities, \$28,974.00.**

**Average debt per mille, including current liabilities, \$27,300.00.**

Interest paid, \$44,234,328, is 6 per cent on \$737,238,800.00, making an average of 6 per cent on \$20,305.00 per mile for mileage reported.

**\*Includes miscellaneous.**

TABLE NO. 4.

TOTAL REVENUE FROM OPERATION, YEAR ENDING JUNE 30, 1899.

Name of company.	Earnings of the passenger department.....	Earnings of freight department.....	Total earnings from transportation of passenger and freight.....	Other earnings of transportation department .....	Total earnings from operation.	Earnings per mile of road operated.
Atchison, Topeka & Santa Fe.....	\$7,196,300 35	\$19,256,922 38	\$26,453,312 73	\$349,018 84	\$26,804,331 57	\$5,807 52
Chicago & Alton.....	2,576,331 80	4,152,905 79	6,729,237 59	17,017 30	6,746,254 89	7,997 55
Chicago, Burlington & Kansas City.....	125,858 75	285,026 01	410,884 76	5,469 52	416,354 28	1,884 38
Chicago, Burlington & Quincy.....	9,433,781 29	22,707,070 09	32,140,851 38	962,077 69	33,103,929 34	5,600 07
Chicago Great Western.....	1,301,469 99	4,475,406 15	5,776,816 05	17,490 73	5,794,306 78	7,437 45
Chicago, Milwaukee & St. Paul.....	9,394,240 44	28,895,108 07	38,289,348 51	141,283 98	38,430,632 49	6,188 44
Chicago, Rock Island & Pacific.....	6,089,434 63	14,206,529 46	20,295,954 09	258,282 30	20,554,236 39	5,704 65
Crystal Railway.....	1,761 28	11,614 14	13,375 45	.....	13,375 45	3,821 56
Current River.....	29,129 41	107,407 58	135,536 99	5,857 04	139,394 03	1,700 96
Eureka Springs.....	30,629 51	27,722 10	58,351 61	.....	58,351 61	3,148 73
Hannibal & St. Joseph.....	887,431 73	1,710,244 98	2,597,676 71	410,025 30	3,008,002 01	10,119 07
Kansas City Belt Railway.....	.....	149,870 75	149,870 75	113,968 73	263,839 48	28,075 88
Kansas City, Excelsior Springs & Northern.....	13,693 35	5,555 72	19,249 07	.....	19,249 07	2,018 93
Kansas City, Clinton & Springfield.....	101,546 63	177,279 53	278,826 16	.....	278,826 16	1,748 01
Kansas City, Fort Scott & Memphis.....	1,041,929 03	3,065,435 82	4,107,364 85	163,911 84	4,271,276 69	5,970 22
Kansas City & Northern Connecting.....	49,193 09	94,745 87	143,938 96	24,669 29	168,608 25	2,007 47
Kansas City & Pittsburg & Gulf.....	580,641 14	2,867,371 74	3,448,012 88	25,492 82	3,503,505 70	4,277 83
Kansas City, Pittsburg & Council Bluffs.....	812,280 44	1,327,088 75	2,139,373 19	103,964 68	2,243,339 87	7,248 27
Kansas City Suburban Belt.....	3,011 24	306,449 74	309,460 74	234,156 62	543,617 26	18,150 83
Keokuk & Western.....	294,681 76	347,354 93	642,036 69	34,471 98	676,508 67	7,259 23
Mississippi River & Bonne Terre.....	41,284 08	396,879 07	438,163 75	28,520 21	466,683 96	7,935 20
Missouri, Kansas & Texas.....	2,408,141 93	9,394,921 87	11,803,063 80	67,270 30	11,870,334 10	5,422 88
Missouri Pacific.....	3,428,673 87	9,566,898 80	13,028,572 67	1,071,629 03	14,100,201 70	4,456 10
Missouri Southern.....	1,837 88	240,215 56	242,053 44	31,063 44	273,116 88	1,065 30
Omaha, Kansas City & Eastern.....	112,064 79	247,613 54	359,678 33	36,903 00	396,581 33	2,395 20
Omaha & St. Louis.....	212,228 22	267,819 08	480,047 30	2,102 75	482,150 05	3,354 55
Paragould Southeastern.....	12,832 37	31,870 09	44,722 46	.....	44,722 46	2,032 84
Rockport, Langdon & Northern.....	2,319 80	4,507 26	6,827 06	.....	6,827 06	1,305 71
Sedalia, Warsaw & Southwestern.....	15,849 27	31,500 23	47,349 50	284 08	47,633 58	1,127 37
St. Louis & Hannibal.....	36,311 58	16,298 06	52,609 64	.....	52,609 64	7,901 72
St. Louis, Iron Mountain & Southern.....	3,014,450 06	9,573,253 46	12,587,703 52	1,445 51	12,589,149 03	7,256 91
St. Louis, Kansas City & Colorado.....	20,892 26	28,779 90	49,672 22	3,188 33	52,860 55	8,890 02
St. Louis, Keokuk & Northwestern.....	620,459 67	1,550,342 65	2,170,802 43	170,610 93	2,341,413 36	8,890 02
St. Louis & Memphis.....	1,101 59	5,014 29	6,115 88	.....	6,115 88	457 75
St. Louis Merchants' Bridge Terminal.....	119,196 68	357,178 73	476,375 43	229,916 07	706,291 50	51,261 21
St. Louis & San Francisco.....	1,967,683 18	5,166,868 98	7,134,552 16	90,940 37	7,225,492 53	5,418 29

St. Louis & Southwestern.....	634,564 43	2,900,122 53	3,434,715 63	32,262 90	3,448,000 85	5,014 17
St. Louis Transfer Railway.....	42,028 18	1,085,815 82	135,515 52	2,853 34	158,649 18	24,908 59
Terminal Railroad Association.....	4,970,997 59	1,085,478 03	1,525,106 21	612,662 34	2,138,768 55	609,533 77
Wabash Railroad.....	2,789 57	9,414,006 56	14,383,974 15	64,779 34	14,448,753 49	6,347 96
Williamsville, Greenville & St. Louis.....	24,154 73	59,690 40	32,479 97	.....	32,479 97	2,499 95
St. Louis, Cape Girardeau & Ft. Smith.....	5,183 82	74,119 78	94,274 49	2,540 87	100,815 36	1,091 77
Southern Missouri & Arkansas.....	.....	13,626 88	18,910 20	497 02	18,507 22	2,111 17
Totals.....	\$58,027,166 92	\$154,685,031 06	\$212,722,197 98	\$5,578,299 93	\$218,300,497 91	\$5,741 75*

\*Average earnings per mile of road operated.



TABLE NO. 5.

REVENUE FROM PASSENGER DEPARTMENT, YEAR ENDING JUNE 30, 1899.

Name of Company.	Revenue from passengers.	Revenue from mails.	Revenue from express companies.	Revenue from extra baggage & storage.	Revenue from other items.	Total revenue passenger department.
Atchison, Topeka & Santa Fe.....	\$5,324,040.45	\$932,832.88	\$884,748.32	\$84,771.06	\$41,990.86	\$7,108,383.35
Chicago & Alton.....	2,175,234.54	213,277.26	187,000.00	1,743.29	35.35	2,576,331.86
Chicago, Burlington & Quincy.....	7,183,268.95	1,411,620.72	745,454.54	145,567.53	74,703.55	9,433,793.79
Chicago Great Western.....	1,057,890.30	1,102,451.19	84,000.00	18,284.63	58,739.62	1,381,469.60
Chicago, Milwaukee & St. Paul.....	6,773,921.20	1,213,139.80	720,000.00	157,597.86	484,581.58	9,304,240.44
Chicago, Rock Island & Pacific.....	4,988,505.30	566,492.95	409,200.00	87,327.65	.....	6,060,434.63
Cleveland & Erie.....	1,563.93	.....	.....	.....	.....	1,563.93
Current River.....	30,336.22	4,590.07	536.41	369.71	.....	36,832.41
Ellettsville & St. Joseph.....	22,493.56	1,754.40	1,500.00	323.60	4,487.95	30,529.51
Kansas City, Excelsior Springs & Northern.....	718,008.44	84,451.20	58,800.00	16,039.26	10,048.83	887,431.73
Kansas City, Clinton & Springfield.....	12,053.06	.....	1,188.98	.....	.....	13,663.35
Kansas City, Fort Scott & Memphis.....	77,359.97	16,130.18	6,318.00	1,738.48	.....	101,546.63
Kansas City & Northern Connecting.....	826,942.60	117,149.74	84,149.27	13,667.42	.....	1,041,929.08
Kansas City, Pittsburg & Gulf.....	42,325.13	3,603.32	3,264.64	.....	.....	49,193.09
Kansas City, St. Joseph & Council Bluffs.....	42,375.22	90,692.06	47,703.88	.....	.....	580,641.14
Kansas City, Suburban Belt.....	693,247.98	85,024.70	21,100.08	12,571.68	342.00	812,286.44
Keokuk & Western.....	2,879.87	.....	131.37	.....	.....	3,011.24
Mississippi River & Bonne Terre.....	165,674.14	25,998.68	8,436.19	4,572.55	.....	204,681.76
Missouri, Kansas & Texas.....	34,712.97	3,182.36	2,897.25	191.40	630.10	41,284.08
Missouri Pacific.....	1,943,123.26	325,888.48	196,130.19	.....	.....	2,465,141.93
Missouri Southern.....	2,584,955.84	639,823.32	203,914.71	.....	.....	3,428,693.87
Omaha, Kansas City & Eastern.....	1,227.97	593.27	.....	.....	16.41	1,837.65
Omaha & St. Louis.....	91,200.04	14,532.67	6,341.08	.....	.....	112,074.79
Paragould Southeastern.....	168,921.90	34,493.50	8,706.41	1,738.41	.....	212,236.22
Rockport, Langdon & Northern.....	10,491.25	2,100.34	1,539.60	.....	.....	12,853.37
Sedalia, Warsaw & Southwestern.....	2,100.34	239.52	180.00	.....	.....	2,519.86
St. Louis, Cape Girardeau & Ft. Smith.....	12,536.64	2,652.36	690.27	.....	.....	15,849.27
St. Louis & Hannibal.....	18,656.53	3,439.74	2,058.49	.....	.....	24,154.73
St. Louis, Iron Mountain & Southern.....	43,696.30	7,515.26	5,100.00	.....	.....	56,311.58
St. Louis, Kansas City & Colorado.....	2,286,486.67	460,861.68	287,072.71	.....	.....	3,014,450.06
St. Louis, Keokuk & Northwestern.....	14,367.94	3,361.10	3,126.22	700.00	.....	20,555.26
St. Louis & Memphis.....	501,513.14	61,303.35	42,499.22	8,964.40	5,278.97	630,459.78
St. Louis Merchants' Bridge Terminal.....	913.69	135.55	112.35	.....	.....	1,161.59
St. Louis & San Francisco.....	111,694.25	1,597.24	5,915.19	.....	.....	119,106.68
St. Louis Southwestern.....	1,507,082.47	226,353.01	201,658.48	27,862.31	4,746.91	1,967,663.18
Southern Missouri & Arkansas.....	490,637.37	95,173.02	44,949.60	3,833.84	.....	634,594.43
Southern Missouri & Arkansas.....	8,950.09	654.05	678.68	.....	.....	10,302.81

Terminal Railroad Association .....	442,628 18	50,000 00	59,887 90	.....	.....	442,628 18
Wabash Railroad .....	3,965,102 07	546,795 14	323,712 91	.....	.....	4,979,907 59
Williamsville, Greenville & St. Louis .....	2,404 26	381 31	.....	.....	114,357 47	2,789 57
Totals .....	\$44,602,320 31	\$7,370,994 23	\$4,677,061 61	\$596,851 13	\$799,839 64	\$58,027,166 92

\* 10 months. + 6 months. ± 2 months.

TABLE NO. 6.

REVENUE FREIGHT DEPARTMENT, YEAR ENDING JUNE 30, 1899.

Name of company.	Revenue received from freight transportation...	Revenue received from stock yards.	Revenue received from elevators....	Revenue received from other items.	Total revenue freight department....
Atchison, Topeka & Santa Fe.....	\$19,188,041 36	\$29,557 68	.....	\$39,323 34	\$19,296,922 38
Chicago & Alton.....	4,152,905 79	.....	.....	.....	4,152,905 79
Chicago, Burlington & Kansas City.....	285,026 01	.....	.....	.....	285,026 01
Chicago, Burlington & Quincy.....	22,736,132 15	30,937 91	.....	.....	22,767,070 06
Chicago Great Western.....	4,475,406 15	.....	.....	.....	4,475,406 15
Chicago, Milwaukee & St. Paul.....	28,773,222 43	40,877 44	\$51,007 90	.....	28,865,108 07
Chicago, Rock Island & Pacific.....	14,290,529 46	.....	.....	.....	14,290,529 46
Crystal Railway.....	11,614 14	.....	.....	.....	11,614 14
Current River.....	107,407 58	.....	.....	.....	107,407 58
Eureka Springs Railway.....	22,499 87	.....	.....	.....	22,499 87
Hannibal & St. Joseph.....	1,710,244 98	.....	.....	5,222 23	1,710,244 98
Kansas City Belt Railway.....	149,870 75	.....	.....	.....	149,870 75
Kansas City, Excelsior Springs & Northern.....	5,585 72	.....	.....	.....	5,585 72
Kansas City, Clinton & Springfield.....	177,279 53	.....	.....	.....	177,279 53
Kansas City, Ft. Scott & Memphis.....	3,065,435 82	.....	.....	.....	3,065,435 82
Kansas City & Northern Connecting.....	2,987,371 74	.....	.....	.....	2,987,371 74
Kansas City, Pittsburg & Gulf.....	94,745 87	.....	.....	.....	94,745 87
Kansas City, St. Joseph & Council Bluffs.....	1,327,068 75	.....	.....	.....	1,327,068 75
Kansas City Suburban Belt Railroad.....	306,449 50	.....	.....	.....	306,449 50
Keokuk & Western.....	347,354 93	.....	.....	.....	347,354 93
Mississippi River & Bonne Terre.....	304,890 24	.....	.....	2,019 43	306,879 67
Missouri Pacific.....	9,394,921 87	.....	.....	.....	9,394,921 87
Missouri, Kansas & Texas.....	9,599,988 80	.....	.....	.....	9,599,988 80
Missouri Southern.....	29,215 56	.....	.....	.....	29,215 56
Omaha, Kansas City & Eastern.....	247,613 54	.....	.....	.....	247,613 54
Omaha & St. Louis.....	297,819 08	.....	.....	.....	297,819 08
Paragould Southeastern.....	31,870 09	.....	.....	.....	31,870 09
Rockport, Langdon & Northern.....	4,507 28	.....	.....	.....	4,507 28
Sedalia, Warsaw & Southwestern.....	31,500 23	.....	.....	.....	31,500 23
*St. Louis, Cape Girardeau & Ft. Smith.....	72,075 97	.....	.....	2,043 79	74,119 76
St. Louis & Hannibal.....	76,298 06	.....	.....	.....	76,298 06
St. Louis, Iron Mountain & Southern.....	9,573,233 46	.....	.....	.....	9,573,233 46
St. Louis, Kansas City & Colorado.....	28,779 96	.....	.....	.....	28,779 96
St. Louis, Keokuk & Northwestern.....	1,550,342 65	.....	.....	.....	1,550,342 65
*St. Louis & Memphis.....	5,014 29	.....	.....	.....	5,014 29
St. Louis Merchants' Bridge Terminal.....	357,778 75	.....	.....	.....	357,778 75
St. Louis & San Francisco.....	5,166,180 41	2,207 97	.....	.....	5,168,388 38
St. Louis Southwestern.....	2,900,122 53	.....	.....	.....	2,900,122 53
St. Louis Transfer Railway.....	156,815 89	.....	.....	2,883 34	156,815 89

Southern Missouri & Arkansas.....	12,028 88	.....	.....	.....	12,028 88
Terminal Railroad Association.....	1,063,478 03	.....	.....	.....	1,063,478 03
Wabash Railroad.....	9,212,691 70	.....	.....	.....	9,414,006 56
Williamsville, Greenville & St. Louis.....	59,660 40	.....	.....	.....	59,660 40
Totals.....	\$154,287,685 17	\$103,581 00	\$51,007 90	\$232,756 99	\$154,686,031 06
*Ten months.	*Six months.	*Two months.			

TABLE No. 7.

EXPENSES OF OPERATION, YEAR ENDING JUNE 30, 1899.

Name of company.	Maintenance of way and structures....	Maintenance of equipment.....	Conducting transportation.....	General expenses....	Total expenses of operation.....	Expenses per mile of road.....	Percentage of expenses to earnings.
Atchison, Topeka & Santa Fe.....	\$4,255,845 75	\$3,052,248 48	\$8,317,698 82	\$1,474,823 94	\$17,100,616 99	\$3,705 08	63.79
Chicago & Alton.....	671,442 72	527,725 53	2,557,394 87	235,084 54	4,021,617 66	4,707 55	59.613
Chicago, Burlington & Kansas City.....	111,398 82	38,313 18	116,206 64	26,458 16	282,376 80	1,323 27	70.20
Chicago, Burlington & Quincy.....	4,742,748 79	3,677,978 17	10,295,516 07	1,014,294 28	19,700,527 91	3,326 67	59.10
Chicago Great Western.....	727,395 38	568,335 42	2,153,546 14	883,299 85	4,326,576 79	4,661 14	62.69
Chicago, Milwaukee & St. Paul.....	6,970,697 14	3,229,699 43	11,000,462 51	1,575,811 34	22,776,670 42	3,679 19	59.45
Chicago, Rock Island & Pacific.....	3,308,561 41	2,011,493 71	7,074,423 39	1,729,851 15	13,124,331 66	3,626 14	63.56
Crystal Railway.....	1,673 76	3,135 42	5,245 96	.....	10,115 14	2,890 04	75.62
Current River.....	27,369 47	24,626 71	41,294 29	.....	95,363 20	1,163 68	68.41
Eureka Springs Railway.....	11,706 73	2,465 20	12,779 43	.....	32,704 75	1,767 52	56.14
Hannibal & St. Joseph.....	376,812 83	441,791 54	1,099,908 28	106,156 38	2,084,669 03	7,011 53	69.30
Kansas City Belt Railway.....	25,164 51	8,745 56	55,408 12	17,286 10	106,604 29	1,369 91	40.50
Kansas City, Excelsior Springs & Northern.....	1,177 80	7,723 01	6,969 73	3,362 13	12,232 67	1,291 60	63.9
Kansas City, Clinton & Springfield.....	76,695 43	24,994 01	90,161 31	11,941 14	293,192 89	1,249 42	71.48
Kansas City, Fort Scott & Memphis.....	576,834 28	588,293 00	1,405,001 66	270,597 37	2,810,696 31	3,928 98	65.8
Kansas City, Fort Scott & Memphis.....	18,900 50	15,376 16	100,001 18	67,462 29	201,740 13	2,490 61	120.
Kansas City, Pittsburg & Gulf.....	466,557 86	342,633 53	1,397,845 12	471,463 21	2,678,490 72	3,188 58	74.54
Kansas City, St. Joseph & Council Bluffs.....	400,626 93	173,371 35	750,311 24	198,843 39	1,523,152 91	4,621 33	67.90
Kansas City Suburban Belt.....	85,290 18	43,478 27	151,762 57	52,585 34	333,029 36	1,119 41	61.26
Keokuk & Western.....	109,698 42	69,005 88	173,328 85	34,763 87	396,797 02	1,489 69	65.95
Mississippi River & Bonne Terre.....	113,882 79	112,049 49	106,639 14	19,741 10	352,312 52	7,421 79	53.53
Missouri, Kansas & Texas.....	1,822,650 11	934,990 50	4,809,313 70	675,705 82	7,742,690 13	3,519 39	64.90
Missouri Pacific.....	2,337,742 17	1,889,455 42	6,311,545 18	319,423 23	10,898,166 01	3,415 71	76.66
Missouri Southern.....	11,774 98	5,091 62	12,275 91	34 51	20,189 42	1,001 25	94.
Omaha, Kansas City & Eastern.....	96,688 69	27,179 61	194,927 23	20,359 99	350,154 92	1,963 36	98.9
Omaha & St. Louis.....	115,680 69	42,696 41	301,422 34	16,223 55	474,822 39	1,312 69	98.
Paragould Southern.....	7,985 89	2,663 83	12,003 74	2,851 58	20,125 04	1,040 85	79.7
Rockport, Langdon & Northern.....	1,688 65	501 70	3,237 62	390 37	5,828 64	1,406 90	121.2
Sedalia, Warsaw & Southwestern.....	30,386 46	18,766 65	8,044 20	4,854 42	65,390 13	1,908 40	48.69
St. Louis, Cape Girardeau & Fort Smith (10 mos.).....	24,923 75	13,376 94	32,612 46	14,546 98	85,380 13	1,151 47	88.45
St. Louis & Hannibal.....	36,205 49	17,487 45	53,492 72	11,416 52	118,692 18	1,890 83	69.58
St. Louis, Iron Mountain & Southern.....	1,800,696 94	1,388,688 47	4,989,549 65	579,720 29	8,598,965 35	4,890 83	117.2
St. Louis, Kansas City & Colorado.....	21,563 12	7,669 71	55,184 82	7,506 70	91,945 36	1,008 83	66.10
St. Louis, Keokuk & Northwestern.....	366,877 53	231,450 64	712,087 45	208,903 26	1,548,318 88	5,852 87	43.2
St. Louis & Memphis (6 mos.).....	.....	220 00	1,010 00	144	1,374 85	101 83	.....

St. Louis Merchants' Bridge Terminal.....	53,415 15	37,530 83	320,931 73	47,451 97	359,463 63	28,067 34	50.35
St. Louis & San Francisco.....	805,913 31	694,153 76	2,339,131 89	550,005 39	4,394,194 95	3,273 10	60.4
St. Louis Southwestern.....	476,431 03	334,720 46	1,242,333 37	184,011 45	2,327,521 51	3,798 04	64.23
St. Louis Transfer Railway.....	9,370 99	4,649 57	71,000 86	11,873 16	96,594 58	15,302 17	60.9
Southern Missouri & Arkansas (2 mos.).....	5,198 67	2,743 51	4,893 03	1,214 23	15,146 09	163 91	78.45
Terminal Railroad Association, St. Louis.....	75,035 82	68,405 30	413,533 50	138,735 08	693,779 80	190,032 66	32.67
Wabash Railroad.....	1,896,191 06	1,969,944 86	5,637,778 97	1,016,064 47	10,593,997 36	4,640 65	73.43
Williamsville, Greenville & St. Louis.....	10,762 36	10,307 97	16,693 06	2,235 53	40,004 42	1,000 17	64.
Totals.....	\$32,677,114 66	\$22,493,719 66	\$74,410,715 00	\$10,872,575 06	\$140,454,124 39	\$3,686 70	*94.35

TABLE No. 8.

PASSENGER TRAFFIC DETAILS, YEAR ENDING JUNE 30, 1899.

Name of company.	Number of passengers carried and earning revenue...	Number of passengers carried one mile.....	Average distance travelled by each passenger—miles...	Average receipts for passenger.....	Average rate for passenger per mile—cents.....	Mileage of passenger trains.....	Average earnings per passenger train—mile.....	Passenger earnings per mile of road operated.....	Revenue derived from passengers....
Atchison, Topeka & Santa Fe.....	2,825,376	240,622,100	85.16	\$1.884	2.212	5,985,812	\$1.143	\$1,559.02	\$5,324,040.45
Chicago & Alton.....	2,117,136	105,873,965	50.17	1.027	2.055	2,350,420	1.062	3,054.19	2,175,234.54
Chicago, Burlington & Kansas City.....	160,336	3,073,361	19.17	1.5819	3.036	172,018	1.732	569.03	93,208.85
Chicago, Burlington & Quincy.....	8,427,027	336,383,216	39.91	1.8336	2.089	8,697,211	1.063	1,493.01	7,023,497.84
Chicago Great Western.....	1,464,810	52,888,135	45.40	1.9083	2.222	2,071,540	1.034	1,464.72	1,057,980.86
Chicago, Milwaukee & St. Paul.....	7,077,769	290,017,172	37.77	1.8829	2.337	8,188,048	1.008	1,502.65	6,778,821.30
Chicago, Rock Island & Pacific.....	5,770,046	244,943,476	42.45	1.8642	2.036	6,203,851	1.061	1,052.46	4,966,505.30
Crystal Railway.....	12,551	37,653	3.00	1.2550	4.164	22,481	1.689	503.22	1,568.93
Current River Railroad.....	25,517	794,150	28.77	1.797	2.777	10,178	1.907	318.85	20,326.22
Eureka Springs Railway.....	30,846	528,567	17.14	1.7289	7.254	13,565	1.702	1,650.24	22,483.56
Hannibal & St. Joseph.....	617,841	31,534,341	51.04	1.1621	2.577	762,933	1.119	2,984.77	718,008.44
Kansas City, Excelsior Springs & Northern.....	47,080	313,695	8.00	2.5651	3.220	13,140	1.917	1,371.95	13,053.08
Kansas City, Clinton & Springfield.....	105,351	3,291,670	30.96	1.7343	2.372	102,186	1.626	1,024.40	77,359.97
Kansas City, Fort Scott & Memphis.....	832,781	36,292,087	43.58	1.9429	2.279	1,018,925	1.020	1,456.37	826,942.60
Kansas City & Northern Connecting.....	60,124	2,149,890	35.43	1.703	2.049	118,480	1.356	524.73	42,325.13
Kansas City, Pittsburg & Gulf.....	381,702	21,027,820	55.09	1.1587	2.103	897,711	1.028	691.21	442,375.22
Kansas City, St. Joseph & Council Bluffs.....	654,371	35,625,145	54.44	1.0539	1.946	793,834	1.063	624.51	603,247.86
Kansas City Suburban Belt.....	23,772	25,946	8.83	1.1211	1.37	35,701	1.086	254.74	2,879.87
Leokuk & Western.....	245,590	6,850,306	27.88	1.6746	2.419	318,676	1.042	788.30	105,674.14
Mississippi River & Bonne Terre.....	86,214	901,161	10.45	4.0226	3.852	76,590	5.89	889.69	34,712.97
Missouri, Kansas & Texas.....	1,471,070	82,422,508	56.03	1.3209	2.357	2,749,298	1.121	1,121.88	1,943,123.35
Missouri Pacific.....	2,417,034	130,649,671	54.05	1.0655	1.979	3,630,360	1.084	1,083.57	2,584,935.54
Missouri Southern.....	2,046	40,920	20.00	1.6001	3.009	6,365	1.192	63.05	1,227.97
Omaha, Kansas City & Eastern.....	148,540	3,901,612	26.25	.61	2.30	182,856	.58	655.34	91,200.04
Omaha & St. Louis.....	188,368	8,195,568	32.33	.886	2.56	271,443	.624	584.30	166,821.90
Paragould Southeastern.....	26,325	314,857	11.96	.324	4.0	7,188	.292	375.05	10,401.25
Rockport, Langdon & Northern.....	9,380	52,528	5.00	.5862	3.444	67,680	.277	254.23	2,100.34
St. Louis, Cape Girardeau & Fort Smith (10 mos.).....	31,661	569,898	18.00	1.6195	2.373	53,110	.823	424.80	*18,056.53
St. Louis & Hannibal.....	70,529	1,840,807	26.1	1.413	2.314	2,062,130	1.103	1,039.40	43,096.30
St. Louis, Iron Mountain & Southern.....	43,504	97,935,203	61.07	1.413	2.314	50,231	.416	234.01	2,060,495.67
St. Louis, Kansas City & Colorado.....	597,011	24,506,906	40.99	.839	2.046	601,422	.638	2,345.43	501,513.14
St. Louis, Keokuk & Northwestern.....	23,255	23,255	12.40	.50	4.00	4,200	.217	8,043.70	14,397.04
St. Louis & Memphis (6 mos.).....	1,827	23,255	12.40	.50	4.00	4,200	.217	8,043.70	*913.69
St. Louis Merchants' Bridge Terminal.....	1,415,059	8,580,711	6.05	.079	1.41	2,118,346	.914	1,475.29	111,664.25
St. Louis & San Francisco.....	1,917,156	72,943,145	38.05	.7861	2.006	2,118,346	.914	1,475.29	1,507,062.47

St. Louis Southwestern.....	512,399	21,195,907	41.38	.9377	2.515	662,623	.942	1,062 18	490,637 37
Southern Missouri & Arkansas (2 mos.).....	6,386	106,732	17.	.6176	3.634	12,590	.412	56 09	33,950 09
Terminal Railroad Association.....	1,366,239	4,795,569	3.51	.2435	6.096	.....	.....	123,104 89	322,740 28
Wabash Railroad.....	3,751,019	210,592,939	56.14	1.065	1.897	6,270,751	.794	2,196 40	3,995,102 07
Williamsville, Greenville & St. Louis.....	4,992	63,236	12.66	.452	3.8	.....	.....	111 58	2,406 26
Sedalia, Warsaw & Southwestern.....	14,010	322,230	23.	.8943	3.88	.....	.....	295 00	12,536 64
Totals.....	46,794,475	2,063,169,223	*44.52	*0.9331	*2.141	.....	*90.788	*\$1,173 13	\$44,602,320 21

Averages.



TABLE

## FREIGHT TRAFFIC DETAILS.

Name of company.	Tons freight hauled and earning revenue.....	Tons hauled one mile.....	Average distance hauled per ton—miles.....	Average amount received per ton.....	Average rate per ton per mile—cents
Atchison, Topeka & Santa Fe.....	7,056,351	2,012,013,566	285.13	\$2.72	0.953
Chicago & Alton.....	2,983,214	519,191,262	174.03	1.392	0.80
Chicago, Burlington & Kansas City.....	306,809	29,293,469	95.18	.929	0.976
Chicago, Burlington & Quincy.....	13,877,630	2,502,137,637	180.30	1.64	0.909
Chicago Great Western.....	1,719,954	448,804,796	260.94	2.60	0.865
Chicago, Milwaukee & St. Paul.....	15,830,156	3,070,579,710	193.97	1.817	0.937
Chicago, Rock Island & Pacific.....	7,053,249	1,435,590,531	203.53	2.027	0.996
Crystal Railway.....	12,246	42,861	3.50	.948	27.094
Current River Railroad.....	148,060	8,152,772	55.06	.725	1.317
Eureka Springs Railway.....	13,464	2,490,840	18.50	1.671	9.033
Kansas City, Clinton & Springfield.....	223,950	22,354,686	99.82	.7916	0.793
Kansas City, Excelsior Springs & Northern	8,496	76,464	9.	.657	7.30
Kansas City, Fort Scott & Memphis.....	2,912,704	446,485,794	153.29	1.052	0.687
Kansas City & Northern Connecting.....	162,514	11,305,540	68.23	.58	0.85
Kansas City, Pittsburg & Gulf.....	1,800,385	578,179,330	321.14	1.659	0.517
Kansas City, St. Joseph & Council Bluffs.	1,648,258	135,733,092	82.35	.8051	0.978
Keokuk & Western.....	281,739	33,985,265	129.84	1.323	1.022
Hannibal & St. Joseph Railroad.....	1,810,171	291,929,321	161.27	.9448	0.586
Mississippi River & Bonne Terre.....	716,625	19,608,200	27.36	.425	1.555
Missouri, Kansas & Texas.....	3,594,500	1,005,776,939	279.81	2.613	0.934
Missouri Pacific.....	6,080,459	1,126,263,206	185.23	1.578	0.852
Missouri Southern.....	43,933	1,142,258	26.	.665	2.558
Omaha, Kansas City & Eastern.....	222,878	17,788,572	79.81	1.11	1.38
Omaha & St. Louis.....	301,796	32,595,443	109.	.894	0.82
Southern Missouri & Arkansas.....	13,894	500,164	36.	.980	2.72
St. Louis & Hannibal.....	66,969	2,752,335	41.	1.113	2.777
St. Louis, Iron Mountain & Southern.....	4,837,140	1,097,433,982	225.20	1.979	0.872
St. Louis, Kansas City & Colorado.....	57,185	2,156,127	36.71	.513	1.457
St. Louis, Keokuk & Northwestern.....	1,799,161	210,852,722	117.19	.8617	0.735
St. Louis & Memphis.....	5,228	62,738	12.	1.03	8.6
St. Louis Merchants' Bridge Terminal.....	1,402,526	12,622,734	9.	.2551	2.83
St. Louis and San Francisco.....	2,587,829	506,999,422	193.92	1.996	1.019
St. Louis Southwestern.....	1,405,622	271,990,966	193.50	1.992	1.029
Terminal Railroad Association, St. Louis.	3,892,739	136,245,865	3.5	.2783	7.94
Wabash Railroad.....	6,987,641	1,666,830,054	238.54	1.318	0.553
Williamsville, Greenville & St. Louis.....	118,796	2,969,900	25.	.50	2.
Totals.....	91,964,271	17,662,868,813	192.062	*\$1.669	*0.8689

No tonnage statistics were given by the following named companies:

Kansas City Belt Railway, Kansas City Suburban Belt Railroad, Paragould Southeastern, Rockport, Langdon & Northern, Sedalia, Warsaw & Southwestern, St. Louis, Cape Girardeau & Ft. Smith, St. Louis Transfer Railroad. The freight earnings of these roads amounted to \$754,533.41.

\*Averages.

## NO. 9.

YEAR ENDING JUNE 30, 1899.

Average number of freight cars in freight trains.....	Average number of loaded cars in freight trains.....	Average number of empty cars in freight trains.....	Average load per train, tons.....	Average load per car, tons.....	Mileage of freight trains.....	Revenue received from transportation of freight.....	Total revenue for operations of freight department, all sources..	Freight revenue per mile of road operated.....	Earnings per freight train mile.....
21.	15.	6.	171.	12.	10,790,374	\$19,188,041 36	\$19,256,922 38	\$4,172 29	\$1,634
23.	15.	8.	189.	12.9	3,741,582	4,152,905 79	4,152,905 79	4,923 19	1.515
11.33	7.6	3.73	127.9	7.6	228,203	285,026 01	285,026 01	1,290 00	1.25
22.4	16.28	6.12	180.01	11.5	13,900,242	33,736,132 15	22,767,070 06	3,844 49	1.64
20.93	15.98	4.95	204.	12.79	2,819,147	4,475,406 15	4,475,406 15	4,814 80	1.587
22.71	16.04	6.67	189.83	11.84	15,331,606	28,773,222 43	28,865,108 07	4,662 68	1.785
20.24	15.01	5.23	172.46	11.95	8,336,537	14,299,529 46	14,299,529 46	3,950 83	1.715
4.	2.	30.	30.	15.	10,220	11,614 14	11,614 14	3,318 33	1.515
9.9	6.51	3.39	93.28	14.33	51,387	107,407 58	107,407 58	1,700 96	1.201
3.	2.	1.	19.	9.50	13,505	22,499 87	27,722 10	1,498 49	2.74
13.52	11.29	2.23	153.44	13.60	149,613	177,279 53	177,279 53	1,090 08	1.18
20.84	15.01	5.83	226.64	15.10	2,138,930	3,065,435 82	3,065,435 82	4,284 75	1.428
8.	5.	3.	24.	8.	73,692	94,745 87	94,745 87	1,169 57	1.285
21.	16.	6.	280.25	17.89	2,037,393	2,987,371 74	2,987,371 74	3,556 27	1.448
21.4	16.51	4.89	228.72	13.85	593,457	1,327,088 75	1,327,088 75	4,287 85	2.236
13.93	9.41	4.52	97.26	10.34	238,679	347,354 93	347,354 93	1,337 78	1.455
17.31	12.71	4.60	145.83	11.47	2,061,830	1,710,244 98	1,710,244 98	5,752 20	.854
11.	7.	4.	104.	14.86	69,469	304,860 24	306,879 67	1,464 70	4.417
21.63	14.71	6.92	176.09	11.97	5,712,340	9,394,921 87	9,394,921 87	4,270 42	1.644
19.46	14.50	4.96	182.75	12.60	5,582,582	9,599,898 80	9,599,898 80	3,033 86	1.557
*25.	13.	12.	52.	4.	38,222	29,215 56	29,215 56	1,002 25	1.019
16.	10.	6.	240.	24.	214,993	247,613 54	247,613 54	1,448 03	1.15
16.	10.	6.	240.	24.	254,350	267,819 08	267,819 08	1,874 45	1.18
.....	.....	.....	.....	.....	.....	13,626 88	13,626 88	144 97	.....
.....	.....	.....	.....	.....	.....	76,268 06	76,268 06	740 46	.....
22.7	16.83	5.34	208.48	12.39	5,050,645	9,573,233 46	9,573,233 46	5,379 11	1.818
20.	14.	6.	200.	13.57	19,120	28,779 96	28,779 96	468 73	1.50
25.86	20.99	4.87	304.95	14.53	691,370	1,550,342 65	1,550,342 65	5,860 52	2.242
.....	.....	.....	.....	.....	.....	5,014 29	5,014 29	373 90	1.202
.....	.....	.....	.....	.....	.....	357,778 75	357,778 75	25,944 88	.....
17.5	11.84	5.66	129.78	10.96	3,825,893	5,168,388 38	5,168,388 38	3,875 05	1.315
23.44	18.37	5.07	226.52	12.33	1,157,652	2,800,122 53	2,800,122 53	2,353 11	2.41
.....	.....	.....	.....	.....	.....	1,083,478 03	1,083,478 03	308,683 19	.....
24.76	17.21	7.55	234.72	13.64	7,101,324	9,212,691 70	9,414,006 56	4,133 12	1.325
.....	.....	.....	.....	.....	.....	59,690 40	59,690 40	2,387 76	.....
*17.61	*12.60	.....	*170.71	*13.46	.....	\$153,535,595 45	\$153,940,897 65	*\$4,068 78	.....

\*Log cars.

†Average.

‡Missouri Southern not included.

## REPORT OF THE

TABLE NO. 10.

CONSOLIDATED INCOME ACCOUNT, YEAR ENDING JUNE 30, 1899.

Name of Company.	Gross revenue from operation.	Expenses of operation.	Net income from operation.	Deficit from operation.	Income from sources other than operation.	Total income.	Deficits.	Interest on funded debt accrued.
Atchison, Topeka & Santa Fe.	\$26,904,331 57	\$17,100,616 99	\$9,793,714 58		\$2,913,806 31	\$12,617,510 89		\$5,188,132 00
Chicago & Alton.	6,745,354 95	4,021,617 66	2,724,637 29		257,635 83	2,982,273 12		545,527 10
Chicago, Burlington & Kansas City.	3,118,354 28	1,922,376 90	1,195,977 38			1,195,977 38		40,200 00
Chicago, Great Western.	23,182,526 74	19,700,527 91	13,463,001 43		1,900,942 60	15,453,944 12		6,514,698 09
Chicago, Milwaukee & St. Paul.	5,854,538 78	4,332,576 73	1,521,962 05		13,403 00	1,535,365 05		2,224,127 63
Chicago, Rock Island & Pacific.	36,310,632 49	22,776,670 42	15,533,962 07		117,410 85	15,651,372 92		6,490,119 69
Crystal River.	20,647,246 48	13,124,331 60	7,522,914 82		707,801 11	8,230,715 93		3,054,361 67
Current River Railroad.	13,370 45	10,115 14	3,255 31			3,255 31		
Eureka Springs Railroad.	136,304 63	95,363 20	44,030 83		156 91	44,187 74		80,300 00
Hannibal & St. Joseph Railroad.	58,261 61	32,704 75	25,556 86			25,556 86		30,000 00
Kansas City Bell Railroad.	3,008,602 01	2,084,660 05	923,932 96		3,835 58	927,768 54		485,400 00
Kansas City, Excelsior Springs & Northern.	283,230 48	106,604 26	156,626 19			156,626 19		123,000 00
Kansas City, Clinton & Springfield.	19,179 07	12,252 67	6,926 40			6,926 40		
Kansas City, Ft. Scott & Memphis.	284,278 69	203,192 80	81,085 23		1,879 50	82,964 73		153,690 00
Kansas City, Northern Connecting Railroad.	4,271,276 69	2,810,696 31	1,460,580 38		103,241 70	1,563,822 08		1,109,950 32
Kansas City, Pittsburg & Gulf.	168,605 16	7,678,406 72	915,005 98		39,874 57	954,880 55	\$33,134 97	85,650 00
Kansas City, St. Joseph & Council Bluffs.	3,593,505 70	1,523,152 36	2,070,353 34		7,130 23	2,077,483 57		1,404,077 49
Kansas City, Suburban Belt Railroad.	2,243,617 26	1,523,026 36	720,590 90			720,590 90		202,458 67
Keokuk & Western Railroad.	586,508 67	396,797 02	190,711 65			190,711 65		88,565 24
Mississippi River & Bonne Terre.	370,883 96	352,312 52	24,371 44		2,628 85	27,000 29		30,000 00
Missouri, Kansas & Texas.	11,190,324 10	7,742,660 13	4,187,673 97		61,587 60	4,249,261 57		2,963,583 34
Missouri Pacific.	14,100,201 70	10,808,166 01	3,292,035 69		736,963 16	4,029,028 85		3,058,457 50
Missouri Southern.	31,053 44	20,186 42	1,867 02			1,867 02		
Omaha, Kansas City & Eastern.	399,581 33	350,154 92	60,426 41			60,426 41		40,900 00
Omaha & St. Louis.	482,722 46	474,822 30	7,327 66		37 17	7,364 83		95,040 00
Paragon Railroad.	7,311 20	5,826 64	1,484 56			1,484 56		1,500 00
Rockport, Langdon & Northwestern.	47,349 50	62,051 73	15,425 23			15,425 23		28,400 00
Sedalia, Warsaw & Northwestern.	100,815 36	85,300 13	15,475 97			15,475 97		2,311,235 50
St. Louis, Cape Girardeau & Ft. Smith (10 mos.)	134,075 15	118,602 18	15,472 97		36,300 44	4,337,659 04		82,890 00
St. Louis, Hannibal.	12,570 33	8,568,965 35	4,301,368 60			4,301,368 60		609,000 00
St. Louis, Iron Mountain & Southern.	52,800 55	91,945 36	783,094 48		54,672 24	847,766 72		175,000 00
St. Louis, Kansas City & Colorado.	2,941,412 36	1,548,318 86	783,094 48			783,094 48		2,130,517 00
St. Louis, Keokuk & Western.	2,705,496 66	1,548,318 86	783,094 48			783,094 48		
St. Louis Merchants' Bridge Terminal.	7,223,662 13	4,364,194 95	2,862,467 18		77,100 36	2,939,567 54		
St. Louis & San Francisco.								

St. Louis Southwestern.....	3,468,069 85	2,227,521 31	1,240,548 54	.....	425,092 61	1,065,641 15	.....	988,662 53
St. Louis Transfer Railway.....	158,649 16	96,594 58	62,054 89	.....	.....	62,054 58	.....	.....
Southern Missouri & Arkansas (2 mos.).....	19,307 22	15,146 09	4,161 13	.....	.....	4,161 13	.....	.....
Terminal Railroad Association, St. Louis.....	2,138,784 55	684,779 80	1,459,984 75	.....	231,994 30	1,671,983 05	.....	540,000 00
Wabash Railroad.....	14,458,753 49	10,569,987 36	3,888,756 13	.....	185,031 81	4,073,747 94	.....	2,600,185 00
Williamsville, Greenville & St. Louis.....	62,470 97	40,004 42	22,475 55	.....	3,950 36	29,425 81	.....	22,500 00
Totals.....	\$218,204,317 59	\$140,452,749 54	\$77,923,490 06	\$46,922 01	\$7,952,497 06	\$65,880,967 14	\$96,922 01	\$42,085,106 97

The St. Louis & Memphis Railroad is not included in foregoing statements.

## REPORT OF THE

CONSOLIDATED INCOME ACCOUNT, YEAR ENDING JUNE 30, 1899—Continued.

Name of company.	Other interest accrued	Rentals paid	Taxes paid	Permanent improvements	All other payments from income	Total deductions from income	Net incomes	Deficits
Atchison, Topeka & Santa Fe			\$1,157,569 24	\$7,394 49	\$74,072 29	\$6,419,773 53	\$6,197,837 36	
Chicago & Alton		\$420,000 00	300,828 74			1,293,750 33	1,068,512 79	
Chicago, Burlington & Kansas City			16,166 27			65,366 27	58,611 21	
Chicago, Burlington & Quincy		220,780 49	1,342,530 72		523,754 94	8,601,734 24	6,852,209 98	
Chicago Great Western	\$150,365 09		204,000 00			588,462 72	946,670 27	
Chicago, Milwaukee & St. Paul			1,186,166 40			8,076,286 09	7,575,066 53	
Chicago, Rock Island & Pacific		430,585 44	1,931,933 89			4,416,881 00	3,813,834 93	
Crystal Railway			331 65			331 65	2,928 66	
Current River Railroad			6,523 17			96,833 17		\$42,635 43
Eureka Springs Railway			2,302 93			32,302 93		6,756 07
Hannibal & St. Joseph Railroad	250 00	12,250 97	41,945 60			539,846 57	387,771 99	
Kansas City Belt Railroad	474 98		13,191 84			136,666 82	19,968 37	
Kansas City, Excelsior Springs & Northern				6,925 02		6,925 02		
Kansas City, Clinton and Springfield			15,985 60			179,645 60		96,680 87
Kansas City, Ft. Scott & Memphis	4,281 40		191,465 16		51,035 01	1,358,761 89	207,060 19	
Kansas City & Northern Connecting R. R.	3,221 05		3,062 50		6,966 54	96,245 75		129,380 72
Kansas City, Pittsburg & Gulf	9,536 52		118,667 46			1,271,888 51		317,007 96
Kansas City, St. Joseph & Council Bluffs	8,676 34		49,289 05			462,903 06	284,414 13	
Kansas City Suburban Belt Railroad				20,872 27	13,155 58	245,143 06		34,532 16
Keokuk & Western Railroad		3,183 96	33,226 28	29,032 44		154,007 92	45,703 73	
Mississippi River & Bonne Terre	2,980 06		4,577 40			37,557 46		10,557 17
Missouri, Kansas & Texas	160,000 00	306,817 28	270,167 68			3,700,576 30	546,683 27	
Missouri Pacific	104,991 87	108,800 00	698,742 24		132,618 96	4,042,690 57		13,661 72
Missouri Southern	6,000 00		1,017 12			7,017 12		6,150 10
Omaha, Kansas City & Eastern			14,400 00		91,906 57	147,672 79		87,246 98
Omaha & St. Louis	861 00		14,172 77			110,073 77		102,746 11
Paragould Southeastern			420 00			6,420 00	12,214 59	
Rockport, Langdon & Northern						1,500 00		17 44
Sedalia, Warsaw & Southwestern			2,431 23		1,007 90	2,431 23	7,831 66	17,133 46
St. Louis, Cape Girardeau & Ft. Smith (10 mos.)			6,585 65			83,914 49		18,441 53
St. Louis & Hannibal		433,795 00	265,365 18		188,248 44	3,272,632 33	1,065,026 71	
St. Louis, Iron Mountain & Southern	103,993 21		265,365 18			84,620 85		123,705 66
St. Louis, Kansas City & Colorado			1,760 85			737,977 58	109,789 14	
St. Louis, Keokuk & Northwestern	66,181 80	21,069 98	41,725 90			371,253 68		23,830 26
St. Louis Merchants' Bridge Terminal	19,518 70	120,000 00	48,963 44	7,769 54	16,334 32	2,364,827 50	584,800 04	
St. Louis & San Francisco			207,975 96			1,167,811 06	497,880 09	
St. Louis Southwestern	10,555 37	9,887 50	74,637 15	82,321 45	1,727 06	31,545 37	30,509 21	
St. Louis Transfer Railway	11,866 37	12,138 50	8,020 50					

Southern Missouri & Arkansas (3 months) .....	22 86	6,823 59	.....	6,885 45	.....	2,724 32
Terminal Railroad Association of St. Louis.....	102,357 83	34,274 57	.....	1,391,602 55	290,390 50	.....
Wabash Railroad.....	567,163 29	.....	55,440 65	3,925,851 49	147,836 45	.....
Williamsville, Greenville & St. Louis.....	793 10	.....	2,281 28	29,091 05	.....	2,665 24
Totals.....	\$7,801,843 06	\$195,452 37	\$1,128,549 74	\$91,899,756 10	\$31,335,717 05	\$1,034,902 59

## CONSOLIDATED INCOME ACCOUNT, YEAR ENDING JUNE 30, 1899—Continued.

Name of Company.	Dividends paid common stock...	Dividends paid preferred stock.	Other payments from net income.	Total payments from net income.	Surplus June 30, 1899.....	Deficits June 30, 1899.....	Surplus June 30, 1898.....	Deficit June 30, 1898.....
Atchison, Topeka & Santa Fe.....	\$984,432 75	\$1,141,657 00		\$1,141,657 00	\$5,056,180 36		\$3,942,645 56	
Chicago & Alton.....		182,673 75		1,107,106 50	501,406 29		2,846,015 16	
Chicago, Burlington & Kansas City.....				5,238,370 50	58,611 21		61,909 33	
Chicago, Burlington & Quincy.....				932,898 00	1,613,839 38		13,252,236 17	
Chicago Great Western.....		454,896 00	\$3498,002 00	4,597,910 50	2,977,176 33	86,287 73	6,227 73	
Chicago, Milwaukee & St. Paul.....	2,318,980 00	2,278,930 50		2,667,904 21	1,145,930 72		9,802,695 06	
Chicago, Rock Island & Pacific.....	1,998,710 00		669,194 21		2,928 66		1,154,530 01	
Crystal River Railroad.....						42,635 43	11,182 84	\$236,492 06
Current River Railroad.....						6,756 07		
Eureka Springs Railroad.....							32,594 61	
Hannibal & St. Joseph Railroad.....		355,810 00		355,810 00	31,961 99		1,499,963 62	
Kansas City Belt Railroad.....			5,000 00	5,000 00	14,968 37		115,367 38	
Kansas City, Excelsior Springs & Northern.....					21 38			
Kansas City, Clinton & Springfield.....						96,680 87		511,856 25
Kansas City, Ft. Scott & Memphis.....					67,743 69		228,498 35	
Kansas City & Northern Connecting Railroad.....								
Kansas City, Pittsburg & Gulf.....						139,380 72		30,312 92
Kansas City, St. Joseph & Council Bluffs.....	257,142 00			257,142 00	7,272 13	317,007 96	17,993 96	
Kansas City Suburban Belt Railroad.....						34,552 16	1,776,391 05	
Keokuk & Western Railroad.....	40,000 00			40,000 00	5,703 73	10,557 17	43,911 20	
Mississippi River & Bonne Terre.....							32,282 28	
Missouri, Kansas & Texas.....					548,683 27		104,723 81	
Missouri Pacific.....						13,661 72	785,675 86	
Missouri Southern.....						5,150 10	11,020 89	503,366 47
Omaha, Kansas City & Eastern.....						87,246 38		60,382 00
Omaha & St. Louis.....						102,746 11	15,289 75	
Paragould Southeastern.....					12,214 59	17 44		1,533 70
Rockport, Langdon & Northern.....						17,133 46		14,729 40
Sedalia, Warsaw & Southwestern.....					7,831 68		6,604 30	
St. Louis, Cape Girardeau & Ft. Smith (10 mos.).....						18,441 52		159,230 00
St. Louis & Hannibal.....					1,066,026 71		2,252,543 24	
St. Louis, Iron Mountain & Southern.....								
St. Louis, Kansas City & Colorado.....					913 14	123,705 66	910,573 20	1,166,580 54
St. Louis, Keokuk & Northwestern.....								
St. Louis, Merchant's Bridge Terminal.....	106,876 00			106,876 00		23,880 26	598,793 24	1,080,673 37
St. Louis, Merchants' Bridge Terminal.....								
St. Louis & San Francisco.....		360,000 00		360,000 00	224,800 04		2,759,416 02	
St. Louis Southwestern.....					497,630 69			
St. Louis Transfer Railway.....					30,509 21			14,062 89

Southern Missouri & Arkansas (2 mos)					2,724 32	
Terraina Railroad Association, St. Louis.				230,860 50		516,969 60
Vashon Railroad				147,936 45		517,189 98
Williamsville, Greenville, & St. Louis					2,665 24	21,127 38
Totals..	\$10,946,511 25	\$4,773,967 23	\$1,311,512 51	\$17,031,991 01	\$14,309,870 12	\$1,041,120 32
						\$41,782,535 06
						\$5,006,418 92

\*Interest on 4 per cent. debenture stock.



## CONSOLIDATED INCOME ACCOUNT, YEAR ENDING JUNE 30, 1899.—Continued.

Name of Company.	Additions for year	Deductions for year	Surplus June 30, 1899, for entry on balance sheet....	Deficits June 30, 1899, for entry on balance sheet....
Atchison, Topeka & Santa Fe.....			\$4,414,491 92	
Chicago & Alton.....			3,078,333 95	
Chicago, Burlington & Kansas City.....			130,530 54	
Chicago, Burlington & Quincy.....			13,866,075 55	
Chicago Great Western.....			12,779,871 41	
Chicago, Milwaukee & St. Paul.....			2,300,460 73	
Chicago, Rock Island & Pacific.....			14,111 50	\$879 127 49
Crystal Railway.....				
Current River Railroad.....				
Eureka Springs Railroad.....	\$151 53		25,960 07	
Hannibal & St. Joseph Railroad.....			1,531,945 61	
Kansas City Belt Railroad.....	19,968 37	5,000 00	130,335 75	
Kansas City, Excelsior Springs & Northern.....			21 38	
Kansas City, Clinton & Springfield.....		55,402 62	240,839 62	608,537 12
Kansas City, Ft. Scott & Memphis.....				
Kansas City & Northern Connecting Railroad.....				
Kansas City, Pittsburg & Gulf.....				
Kansas City, St. Joseph & Council Bluffs.....			1,733,663 18	159,663 94
Kansas City Suburban Belt Railroad.....	27,733 69	58,436 02	87,966 01	599,014 00
Keokuk & Western Railroad.....		5,036 68	91,129 96	21,323 29
Mississippi River & Bonne Terre.....			1,334,259 14	
Missouri, Kansas & Texas.....				
Missouri Pacific.....			5,870 79	517,028 19
Missouri Southern.....	46,537 83	56,254 63		155,845 90
Omaha, Kansas City & Eastern.....			100,767 55	
Omaha & St. Louis.....			28,122 08	
Paragould Southeastern.....				1,551 14
Rockport, Langdon & Northern.....				21,963 86
Sedalia, Warsaw & Southwestern.....		563 99	15,029 98	
St. Louis, Cape Girardeau & Ft. Smith (10 mos.).....				177,671 62
St. Louis & Hannibal.....			3,317,569 95	2,060,236 20
St. Louis, Iron Mountain & Southern.....			911,486 34	1,104,503 63
St. Louis, Kansas City & Colorado.....				
St. Louis, Keokuk & Northwestern.....			624,569 89	
St. Louis Merchants' Bridge Terminal.....		168,948 39	3,776,366 94	
St. Louis & San Francisco.....				
St. Louis Southwestern.....	537,617 43	18,476 69		
St. Louis Transfer Railway.....			16,446 95	

Southern Missouri & Arkansas (2 mos.).....	.....	.....	.....	.....	2,724 32
Terminal Railroad Association, St. Louis.....	.....	.....	.....	808,750 10	.....
Wabash Railroad.....	.....	.....	.....	22,480 94	.....
Williamsville, Greenville & St. Louis.....	.....	.....	.....	18,463 04	.....
Totals.....	\$1,330,478 81	\$5,323,295 94	\$51,493,392 32	\$5,519,437 05	

TABLE

## EARNINGS AND EXPENSES IN MISSOURI, AS FAR

Name of company.	Passenger earnings.....	Freight earnings..	Total earnings....
Atchison, Topeka & Santa Fe .....	\$470,906 54	\$1,251,699 05	\$1,722,606 49
Chicago & Alton .....	527,247 98	811,588 65	1,338,836 63
Chicago Great Western.....	128,736 95	498,024 86	626,761 81
Chicago, Milwaukee & St. Paul.....	133,943 18	545,816 01	679,759 19
Chicago, Rock Island & Pacific .....	315,424 80	636,812 87	951,237 67
Crystal Railway .....	1,461 28	11,614 14	13,075 42
Current River.....	26,129 41	107,407 58	133,536 99
Hannibal & St. Joseph .....	887,431 73	1,710,244 98	2,597,676 71
Kansas City Belt Railway .....		196,692 54	196,692 54
Kansas City, Excelsior Springs & Northern .....	13,693 35	5,585 72	19,279 07
Kansas City & Northern Connecting.....	49,193 09	94,745 87	143,938 96
Keokuk & Western.....	65,498 16	111,153 58	176,651 74
Mississippi River & Bonne Terre.....	41,284 08	306,879 67	348,163 75
Missouri Southern.....	1,837 88	29,215 56	31,053 44
Omaha, Kansas City & Eastern.....	112,064 79	247,615 54	359,679 33
Omaha & St. Louis.....	115,541 06	143,684 47	259,225 53
Rockport, Langdon & Northern.....	2,519 86	4,507 26	7,027 12
Sedalia, Warsaw & Southwestern.....	15,849 27	31,500 23	47,349 50
St. Louis & Hannibal.....	56,311 58	76,268 06	131,579 64
St. Louis, Cape Girardeau & Ft. Smith .....	24,154 73	74,119 78	98,274 49
St. Louis, Kansas City & Colorado.....	20,885 26	28,779 96	49,665 22
St. Louis Transfer Railway .....		158,649 16	158,649 16
Wabash Railroad.....	1,244,991 90	2,353,501 64	3,598,493 54
Williamsville, Greenville & St. Louis.....	2,789 57	59,690 40	62,479 97

## NO. 11.

AS REPORTED FOR YEAR ENDING JUNE 30, 1899.

Expense of operation.....	Net earnings.....	Deficits.....	Earnings per mile	Expenses per mile	Net per mile.....	Deficit per mile...
\$1,154,635 24	\$567,971 25	.....	\$5,900 31	\$3,855 73	\$2,044 58	.....
973,231 48	365,605 15	.....	5,082 71	3,694 74	1,387 97	.....
468,546 32	158,215 49	.....	7,424 82	5,547 54	1,877 28	.....
692,410 78	.....	\$12,651 59	4,856 57	4,905 27	.....	\$48 70
1,035,288 40	.....	84,050 73	3,338 58	3,608 41	.....	269 83
10,115 14	2,960 32	.....	3,821 55	2,890 04	931 51	.....
95,363 20	38,173 79	.....	1,700 96	1,163 68	537 28	.....
2,084,669 03	513,007 68	.....	10,119 07	7,011 53	3,107 54	.....
79,654 72	117,037 82	.....	28,075 88	11,369 91	16,705 97	.....
12,232 67	7,046 40	.....	2,029 37	1,287 34	742 03	.....
201,740 13	.....	57,801 17	1,777 02	2,490 61	.....	713 59
123,775 04	52,876 70	.....	2,100 30	1,472 66	627 64	.....
352,312 52	.....	4,148 87	7,334 40	7,421 79	.....	87 39
29,136 42	1,867 02	.....	1,065 30	1,001 25	64 05	.....
339,154 92	20,523 41	.....	2,103 38	1,983 36	120 02	.....
356,404 09	2,821 44	.....	1,812 76	1,793 03	19 73	.....
5,828 64	1,198 48	.....	1,254 86	1,040 83	214 03	.....
62,051 73	.....	14,702 23	1,119 26	1,456 75	.....	337 49
118,602 18	12,977 46	.....	1,287 18	1,151 47	135 71	.....
85,390 13	12,884 36	.....	1,045 47	908 40	137 47	.....
61,845 36	.....	12,280 14	860 92	1,008 88	.....	147 96
96,594 58	62,054 53	.....	24,984 20	15,211 80	9,772 40	.....
2,642,499 34	945,994 24	.....	6,319 52	4,571 05	1,748 47	.....
40,004 42	22,475 55	.....	2,387 76	1,600 17	787 59	.....

TABLE NO. 12.

EMPLOYEES IN RAILROAD SERVICE IN THE STATE OF MISSOURI SO FAR AS REPORTED FOR YEAR ENDING JUNE 30, 1899.

Name of company.	General officers.....	Other officers.....	General office clerks	Station agents.....	Other station men..	Engine men.....	Firemen.....	Conductors.....	Other trainmen....	Machinists.....	Carpenters.....	Other shopmen.....	Section foremen....	Other trackmen....	Switchmen, flagmen and watchmen....	Telegraph operators and dispatchers...	All other employes and laborers.....	Totals.....
Atchison, Topeka & Santa Fe.....	1	5	1	46	256	35	32	37	85	1	...	49	51	297	50	29	133	1,128
Chicago & Alton.....	2	...	...	45	134	47	48	33	68	7	33	30	55	274	31	19	19	823
Chicago, Burlington & Quincy.....	...	...	...	17	9	1	1	1	...	...	...	7	3	21	47	3	...	109
Chicago Great Western.....	...	...	...	18	24	10	19	13	30	7	20	33	16	106	9	10	42	369
Chicago, Rock Island & Pacific.....	...	...	...	32	43	50	50	33	69	24	41	125	40	292	24	24	90	849
Current River Railroad.....	...	...	...	4	...	4	...	3	6	...	3	...	10	15	...	...	12	69
Crystal Railway.....	...	...	...	...	2	1	1	1	1	...	...	...	1	3	...	...	...	10
Eureka Springs Railway.....	...	...	...	1	...	...	...	...	...	...	...	...	1	2	...	...	...	7
Hamilton & Kingston.....	...	...	...	...	...	...	...	...	...	...	...	...	1	2	...	...	...	6
Hannibal & St. Joseph.....	10	...	104	51	84	91	92	60	143	78	90	340	69	545	83	49	432	2,331
Kansas City, Clinton & Springfield.....	3	2	3	28	7	9	9	9	14	...	6	...	21	49	...	1	31	191
Kansas City, Excelsior Springs & Northern.....	3	...	...	4	...	2	4	4	4	...	...	1	3	9	...	...	2	21
Kansas City & Northern Connecting Railroad.....	...	...	...	...	51	13	12	13	26	3	12	13	25	175	9	14	25	415
Kansas City, Osceola & Southern.....	...	...	...	20	4	257	288	165	394	159	253	706	154	727	320	144	552	5,036
Missouri Pacific.....	17	6	11	11	457	18	18	15	25	4	46	14	14	75	...	3	40	...
Mississippi River & Bonne Terre.....	6	...	...	...	8	2	2	2	2	1	1	1	6	15	2	...	...	32
Missouri Southern.....	1	2	18	27	10	14	14	9	18	6	14	1	29	134	4	8	35	350
Omaha, Kansas City & Eastern.....	2	1	23	13	4	13	12	9	20	12	27	40	13	64	10	9	56	327
Omaha & St. Louis.....	2	...	...	...	...	...	...	1	...	...	...	...	...	2	...	...	...	14
Rockport, Langdon & Northern.....	...	...	...	...	...	...	...	1	...	...	...	...	...	...	...	...	...	14
Southern Missouri & Arkansas.....	5	...	4	12	3	5	5	5	9	4	4	32	13	88	...	1	41	255
St. Louis & Hannibal.....	8	...	3	13	5	122	138	119	300	5	7	30	13	70	...	...	...	183
St. Louis, Iron Mountain & Southern.....	10	...	72	77	295	...	...	...	...	...	...	...	84	665	...	56	524	3,183
St. Louis, Kansas City & Colorado.....	1	1	...	13	...	3	4	3	6	1	7	4	...	...	...	1	36	97
St. Louis & Memphis.....	1	...	1	3	...	1	1	1	...	...	1	...	3	12	...	...	...	25
St. Louis Transfer Railway.....	8	4	17	2	9	1	7	1	...	...	...	...	...	...	...	...	...	114
St. Louis Railroad.....	9	...	75	93	217	113	114	79	152	128	73	298	83	318	119	65	172	2,108
Wabash Railroad.....	1	...	...	2	...	2	2	2	3	...	...	...	4	17	...	...	5	40
Williamsville, Greenville & St. Louis.....	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Totals.....	99	28	463	674	1,533	840	889	627	1,390	501	749	2,396	713	3,945	931	437	2,355	18,460

## ASSETS AND LIABILITIES.

## ATCHISON, TOPEKA &amp; SANTA FE RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and Current assets available for payment of current liabilities:	
Cash.....	\$5,145,592 43
Bills receivable .....	43,814 88
Due from agents.....	159,332 72
Due from solvent companies and individuals.....	2,468,737 87
Total.....	\$7,817,477 90
Current liabilities accrued to and including June 30, 1899:	
Audited vouchers and accounts.....	\$1,214,896 91
Wages and salaries.....	980,853 92
Net traffic balances due to other companies.....	182,163 93
Matured interest coupons unpaid (including coupons due).....	179,250 00
Balance—cash assets.....	\$5,260,313 14
Total.....	\$7,817,477 90
Materials and supplies on hand.....	\$1,648,889 70

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$233,486,000 00	Capital Stock.....	\$233,486,000 00		
174,938,710 00	Funded debt.....	185,458,710 00	\$9,520,000 00	
2,877,311 18	Current liabilities.....	2,557,164 76		\$320,146 42
1,210,877 50	Accrued interest on funded debt not yet payable .....	3,359,777 50	2,148,900 00	
373,663 78	Unascertained liabilities accrued prior to Jan. 1, 1896, estimated .....	337,387 67		36,276 11
642,944 31	Accrued taxes not yet due .....	590,847 31		52,097 00
88,810 58	Rolling stock replacement fund .....	357,743 91	268,633 33	
198,651 98	Rail renewal fund.....			198,651 98
3,942,645 56	Profit and loss .....	4,414,491 92	471,846 36	
\$417,759,614 89	Grand totals.....	\$429,562,123 07	\$11,802,508 18	
	Assets.			
\$389,495,885 01	{ Cost of road .....	{ \$392,226,838 00	\$2,730,953 99	
22,246 00	{ Cost of equipment.....	{ 31,491 00	9,245 00	
2,300,710 64	Stocks owned .....	2,931,718 23	631,007 59	
17,286,470 00	Bonds owned.....	17,286,470 00		
2,673,957 01	Capital stock preferred in special trust.....	4,838,306 30	2,164,349 29	
	Improvements, auxiliary companies.....	2,462,300 00	2,462,300 00	
	San Francisco & San Joaquin Valley Railway stock company .....	283,669 88		\$14,000 00
307,669 86	New York Security & Trust Co., trustee..	21,525 00		28,150 00
47,675 00	Union Trust Co. of New York, trustee....			250,000 00
250,000 00	Pecos Railway Construction & Land Co....	7,817,477 90	3,529,962 05	
4,287,515 85	Cash and current assets .....	1,642,889 70	557,832 02	
1,085,057 68	Materials and supplies.....	9,437 08	7,009 24	
2,427 84	Sundries.....			
\$417,759,614 89	Grand totals.....	\$429,562,123 07	\$11,802,508 18	

## CHICAGO &amp; ALTON RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$154,386 58
Bills receivable.....	5,994 02
Due from agents.....	217,030 81
Due from solvent companies and individuals.....	189,759 32
Other cash assets (excluding "materials and supplies").....	133,077 60
Balance—current liabilities.....	324,073 97
Total.....	\$1,024,322 80
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$275,000 00
Audited vouchers and accounts.....	213,122 37
Wages and salaries.....	253,706 56
Net traffic balances due to other companies.....	92,451 50
Dividends not called for.....	1,179 14
Matured interest coupons unpaid (including coupons due).....	133,192 90
Rents due.....	55,669 83
Total.....	\$1,024,322 80
Materials and supplies on hand.....	\$341,483 73

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$22,230,600 00	Capital stock.....	\$22,230,600 00		
300,000 00	Mississippi River Bdg. Co., capital stock..	300,000 00		
9,232,850 00	Funded debt.....	8,961,850 00		\$271,000 00
1,500,000 00	Joliet & Chicago R. R., guaranteed stock..	1,500,000 00		
1,330,521 66	Current liabilities.....	1,024,322 80		306,199 36
89,758 33	Accrued interest on funded debt not yet payable.....	89,238 33		520 00
2,725,903 00	Bonds redeemed.....	2,990,903 00	\$271,000 00	
48,224 25	Sundries.....	85,724 99	37,500 74	
2,848,015 16	Profit and loss.....	3,078,323 95	230,308 79	
\$40,305,872 40	Grand totals.....	\$40,266,982 57		\$38,909 83
Assets.				
\$32,178,927 16	Cost of road and equipment.....	\$32,178,927 16		
1,070,550 24	Stocks owned.....	1,072,392 74	\$1,842 50	
3,169,000 00	Bonds owned.....	3,163,000 00		\$6,000 00
	Other permanent investments.....	44,053 69	44,053 69	
1,975,000 00	La. & Mo. Riv. R. R., securities assumed..	1,975,000 00		
55,445 50	Lands owned.....	53,445 50		2,000 00
885,034 28	Cash and current assets.....	700,248 33		184,785 95
	Other assets.....		107,979 95	
366,073 28	Materials and supplies.....	341,483 73		
581,694 04	Sinking fund.....	711,100 69		
24,147 90	Sundries.....	27,310 73		
\$40,305,872 40	Grand totals.....	\$40,266,982 57		\$38,909 83

## CHICAGO, BURLINGTON &amp; KANSAS CITY RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$22,962 95
Bills receivable.....	789 92
Due from agents.....	1,992 96
Due from solvent companies and individuals.....	23,774 96
Balance—current liabilities.....	32,155 94
<b>Total .....</b>	<b>\$81,676 73</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Audited vouchers and accounts.....	\$31,885 79
Wages and salaries.....	12,890 94
Matured interest unpaid (including coupons due).....	36,900 00
<b>Total .....</b>	<b>\$81,676 73</b>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, 1899.	
			Increase.	Decrease.
\$8,000,000 00	Capital stock .....	\$8,000,000 00		
820,000 00	Funded debt .....	820,000 00		
115,569 57	Current liabilities.....	81,676 73		\$38,892 84
40,643 22	Accounts not liabilities.....	35,052 32		5,590 90
61,909 33	Income account.....	120,520 54	\$58,611 21	
7,960 24	Profit and loss.....	7,960 99	75	
<b>\$9,046,082 36</b>	<b>Grand totals.....</b>	<b>\$9,065,210 58</b>	<b>\$19,128 22</b>	
	<b>Assets.</b>			
\$8,834,822 55	Cost of road.....	\$8,847,967 58	\$13,145 03	
167,452 21	Cost of equipment.....	167,722 21	270 00	
43,807 60	Cash and current assets.....	49,520 79	5,713 19	
<b>\$9,046,082 36</b>	<b>Grand totals.....</b>	<b>\$9,065,210 58</b>	<b>\$19,128 22</b>	



## CHICAGO, BURLINGTON &amp; QUINCY RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:		
Cash.....	\$7,083,938 00	
Bills receivable.....	1,395,651 77	
Due from agents.....	6,212 90	
Due from solvent companies and individuals.....	2,047,696 13	
Other cash assets (excluding "materials and supplies").....	22,807 75	
Total.....	<u>\$10,566,306 55</u>	
Current liabilities accrued to and including June 30, 1899:		
Audited vouchers and accounts.....	\$1,653,467 46	
Wages and salaries.....	575,195 43	
Net traffic balances due to other companies.....	85,406 55	
Dividends not called for.....	2,358 25	
Matured interest coupons unpaid (including coupons due).....	1,702,341 00	
Miscellaneous.....	144,943 67	
Balance—cash Assets.....	<u>\$6,402,594 19</u>	
Total.....	<u>\$10,566,306 55</u>	
Materials and supplies on hand.....	<u>\$1,981,326 22</u>	

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$82,004,200 00	Capital stock.....	\$68,725,400 00	\$11,721,200 00	
128,735,900 00	Funded debt.....	126,437,700 00		\$2,298,200 00
4,574,343 02	Current liabilities.....	4,163,712 36		410,630 66
4,124 00	Accrued interest on funded debt not yet payable.....	175,856 12	171,735 12	
10,000,000 00	Renewal fund.....	10,000,000 00		
18,133,975 52	Sinking funds.....	19,277,293 74	1,143,318 22	
730,352 82	Current accounts (balance).....	1,089,128 73	358,773 91	
12,256,360 17	Income account.....	13,866,075 55	1,609,715 38	
	Subscription payments under circular of April 20, 1899.....	9,533,000 00	9,533,000 00	
13,465,251 83	Profit and loss.....	13,297,354 72		167,897 11
<u>269,896,259 36</u>	Grand totals.....	<u>291,213,803 98</u>	<u>21,317,544 62</u>	
	Assets.			
206,634,183 10	{ Cost of road.....	226,752,657 62	\$20,118,474 52	
25,967,831 87	{ Cost of equipment.....	24,018,120 11		\$1,949,711 76
11,927,209 60	Stocks owned.....	11,883,892 34		43,317 26
3,500,788 64	Bonds owned.....	3,123,576 36		377,212 28
40,680 24	Other permanent investments.....	305,826 96	235,146 72	
8,877,377 58	Lands owned.....	10,566,306 55	1,688,928 97	
	Cash and current assets.....			
	Other Assets:			
1,513,508 44	Materials and supplies.....	1,981,326 22	467,817 78	
11,434,679 69	Sinking fund.....	12,582,097 82	1,147,417 93	
<u>269,876,259 36</u>	Grand totals.....	<u>291,213,803 98</u>	<u>21,317,544 62</u>	

## CHICAGO GREAT WESTERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$742,374 45
Due from agents.....	145,442 64
Due from solvent companies and individuals.....	347,639 19
Balance—current liabilities.....	82,234 95
Total.....	\$1,317,691 23
Current liabilities accrued to and including June 30, 1899:	
Audited vouchers and accounts.....	\$622,266 91
Wages and salaries.....	266,618 09
Matured interest coupons unpaid (including coupons due).....	2,002 00
Miscellaneous.....	426,804 23
Total.....	\$1,317,691 23
Materials and supplies on hand.....	\$338,299 56

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Yearending June 30, 1899.	
			Increase.	Decrease.
\$52,019,053 99	Capital stock.....	\$52,748,387 99	\$729,334 00	
4,036,459 51	Funded debt.....	4,248,351 43	211,891 92	
1,088,732 35	Current Liabilities.....			
198,704 00	Interest due July 15, 1898, on 4 per cent. debenture stock, payable in cash.....			\$198,704 00
47,940 00	Interest due July 15, 1898, on 4 per cent. debenture stock at par.....			47,940 00
11,252 26	Mileage tickets outstanding.....	3,655 64		7,596 62
969,696 96	Sterling loan due..... 1901	969,696 96		
484,848 46	“..... 1902	484,848 46		
1,100,000 00	“..... 1903	1,100,000 00		
	“..... 1904	768,333 30	768,333 30	
	Interest due July 15, 1899, on 4 per cent debenture stock, payable in cash.....	203,094 00	203,094 00	
	Interest due July 15, 1899, on 4 per cent. debenture stock, payable in debenture stock at par.....	47,290 00	47,290 00	
	Dividend due July 31, 1899, in 5 per cent. preferred stock “A.”.....	227,292 00	227,292 00	
6,227 73	Profit and loss.....			6,227 73
\$59,962,915 26	Grand total.....	\$62,118,641 01	\$2,155,725 75	
	Assets.			
\$52,888,589 05	Cost of road....	\$54,378,094 02	\$1,489,504 97	
2,484,566 54	Cost of equipment.....	2,632,576 59	148,010 05	
904,429 84	Stocks owned.....	1,180,404 96	275,975 12	
5,512 50	Bonds owned.....			\$5,512 50
1,870,191 17	Leased rolling stock.....	2,309,138 47	438,947 30	
1,282,769 82	Cash and current assets.....	1,235,456 28		47,313 54
	Other assets:			
265,484 10	Materials and supplies.....	338,299 56	72,815 46	
183,228 73	Sundries.....	44,671 13		138,557 60
78,143 51	Amounts paid for construction between shops.....			78,143 51
\$59,962,915 26	Grand total.....	\$62,118,641 01	\$2,155,725 75	

## CHICAGO, MILWAUKEE &amp; ST. PAUL RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>		
Cash on deposit and on hand.....		\$6,377,491 8f
Due from agents and conductors.....		374,314 54
Due from solvent companies and individuals.....		174,107 60
United States government.....		306,316 21
<b>Total—Cash and current assets .....</b>		<b>\$7,232,230 16</b>
<b>Total.....</b>		<b>\$7,232,230 16</b>
<b>Current liabilities accrued to and including June 30, 1898:</b>		
Audited vouchers and accounts.....		\$870,540 79
Wages and salaries.....		1,518,444 52
Net traffic balances due to other companies .....		8,878 82
Dividends not called for.....		52,544 58
Matured interest coupons unpaid (including coupons due).....		3,270,357 10
Miscellaneous.....		212,716 03
<b>Total—current liabilities .....</b>		<b>\$5,933,481 84</b>
<b>Balance—cash assets.....</b>		<b>1,298,748 32</b>
<b>Total.....</b>		<b>\$7,232,230 16</b>
<b>Materials and supplies on hand .....</b>		<b>\$2,467,793 88</b>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$77,845,000 00	Capital stock .....	\$82,519,000 00	\$4,674,000 00	
186,588,500 00	Funded debt .....	136,226,500 00		\$362,000 00
5,572,401 38	Current liabilities.....	55,933,481 84	361,080 46	
30,790 00	Accrued interest on funded debt not yet payable, exclusive of coupons due July 1, 1898 and 1899.....	30,790 00		
602,576 37	Sinking funds.....	625,944 02	23,367 65	
256,692 00	Rolling stock replacement fund.....	298,520 00	41,828 00	
1,698,505 45	Renewal and improvement account.....	2,803,132 86	1,104,627 41	
9,802,95 08	Profit and loss .....	12,779,871 41	2,977,176 33	
<b>\$232,397,160 28</b>	<b>Grand totals.....</b>	<b>\$241,217,240 13</b>	<b>\$8,820,079 85</b>	
	<b>Assets.</b>			
\$214,195,294 69	Cost of road and equipment.....	\$218,506,634 82	\$4,311,340 13	
634,114 92	Stocks owned .....	459,836 75		\$174,278 17
7,104,097 50	Bonds owned .....	8,985,723 75	1,881,626 25	
13,258 20	Lands owned.....			13,258 20
	Other assets:			
5,922,946 87	Cash and current assets.....	7,232,230 16	1,309,283 29	
2,265,902 03	Materials and supplies.....	2,467,793 88	201,891 85	
589,786 37	Sinking fund, trustees.....	589,854 02	67 65	
1,661,756 70	Due from trustees.....	2,965,166 75	1,303,407 05	
10,000 00	Insurance department.....	10,000 00		
<b>\$232,397,160 28</b>	<b>Grand totals.....</b>	<b>\$241,217,240 13</b>	<b>\$8,820,079 85</b>	

## CHICAGO, ROCK ISLAND &amp; PACIFIC RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash .....	\$1,633,306 02
Bills receivable.....	168,286 75
Due from agents.....	599,000 57
Due from solvent companies and individuals.....	959,036 21
<b>Total.....</b>	<b>\$3,359,569 55</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$697,377 81
Audited vouchers and accounts.....	640,958 77
Wages and salaries.....	48,524 43
Net traffic balances due to other companies.....	32,232 95
Balance—cash assets.....	1,940,475 59
<b>Total.....</b>	<b>\$3,359,569 55</b>
Materials and supplies on hand .....	\$682,884 71

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, 1899.	
			Increase.	Decrease.
\$50,000,000 00	Capital stock.....	\$50,000,000 00		
65,374,000 00	Funded debt.....	68,081,000 00	\$707,000 00	
1,374,210 86	Current liabilities.....	1,419,093 96	44,883 10	
3,957,400 00	Addition and improvement account.....	3,097,722 50		\$499,677 50
1,154,530 01	Profit and loss .....	2,300,480 73	1,145,930 72	
<b>\$121,500,140 87</b>	<b>Grand totals .....</b>	<b>\$122,898,277 19</b>	<b>\$1,398,136 32</b>	
	<b>Assets.</b>			
\$90,453,668 57	Cost of road.....	\$91,944,454 02	\$1,490,785 45	
15,539,175 53	Cost of equipment.....	15,578,728 93	37,553 40	
5,899,385 86	Stocks owned .....	3,057,806 26		\$2,841,579 62
2,635,891 81	Bonds owned .....	3,238,720 74	902,828 93	
347,803 56	Loans and investments.....	2,857,340 47	2,509,536 91	
2,024,918 52	Advances to C. R. I. & T. R'y. Co.....	2,210,772 51	185,853 99	
4,070,761 17	Cash and current assets .....	3,359,569 55		711,191 62
528,535 83	Other assets: Materials and supplies.....	652,884 71	124,348 88	
<b>\$121,500,140 87</b>	<b>Grand total.....</b>	<b>\$122,898,277 19</b>	<b>\$1,398,136 32</b>	

## CRYSTAL RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Pittsburgh Plate Glass Co.....	\$14,111 50
Total.....	\$14,111 50
Current liabilities accrued to and including June 30, 1899:	
Balance—cash assets.....	\$14,111 50
Total.....	\$114,111 50

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$30,000 00	Capital stock.....	\$30,000 00		
11,182 84	Profit and loss.....	14,111 50	\$2,928 66	
<u>\$41,182 84</u>	Grand totals.....	<u>\$44,111 50</u>	<u>\$2,928 66</u>	
	Assets.			
\$22,428 23	Cost of road.....	\$22,428 23		
7,571 77	Cost of equipment.....	7,571 77		
11,182 84	Cash and current assets.....	14,111 50	\$2,928 66	
<u>\$41,182 84</u>	Grand totals.....	<u>\$44,111 50</u>	<u>\$2,928 66</u>	

## CURRENT RIVER RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash .....	\$5,288 13
Due from agents.....	1,821 26
Due from solvent companies and individuals.....	14,194 37
Miscellaneous .....	3,655 35
Balance—current liabilities.....	271,530 55
<b>Total .....</b>	<b>\$289,489 66</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$289,000 00
Audited vouchers and accounts.....	3,994 08
Wages and salaries .....	3,381 78
Net traffic balances due to other companies.....	19,488 80
Matured interest coupons unpaid (including coupons due).....	625 00
<b>Total .....</b>	<b>\$296,489 66</b>
<b>Materials and supplies on hand.....</b>	<b>\$1,955 66</b>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Yearended June 30, 1899.	
			Increase.	Decrease.
\$1,606,000 00	Capital stock .....	\$1,606,000 00		
1,606,000 00	Funded debt.....	1,606,000 00		
273,556 69	Current liabilities.....	286,489 66	\$22,932 97	
20,075 00	Accrued interest on funded debt not yet payable.....	20,075 00		
<b>\$3,505,631 69</b>	<b>Grand totals.....</b>	<b>\$3,528,564 66</b>	<b>22,932 97</b>	
	<b>Assets.</b>			
\$3,046,801 80	Cost of road.....	\$3,046,801 80		
175,720 60	Cost of equipment.....	175,720 60		
44,404 05	Cash and current assets.....	24,959 11		\$19,444 94
	Other assets:			
2,213 18	Materials and supplies.....	1,955 66		257 52
236,492 06	Profit and loss.....	279,127 49	\$42,635 43	
<b>\$3,505,631 69</b>	<b>Grand totals.....</b>	<b>\$3,528,564 66</b>	<b>\$22,932 97</b>	

## EUREKA SPRINGS RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$10,201 54
Bills receivable.....	9,068 19
Due from agents.....	814 76
Due from solvent companies and individuals.....	7,822 63
Net traffic balances due from other companies.....	558 35
Total.....	\$28,456 47
Current liabilities accrued to and including June 30, 1898:	
Audited vouchers and accounts.....	\$7,836 23
Balance—cash assets.....	20,620 24
Total.....	\$28,456 47
Materials and supplies on hand.....	\$3,190 46

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$500,000 00	Capital stock.....	\$500,000 00		
1,000,000 00	Funded debt.....	1,000,000 00		
7,561 74	Current liabilities.....	7,836 23	\$274 49	
32,594 61	Profit and loss.....	25,990 07		\$6,604 54
<u>\$1,540,156 35</u>	Grand totals.....	<u>\$1,533,826 30</u>		<u>\$6,330 05</u>
Assets.				
\$1,500,000 00	Cost of road.....	\$1,500,000 00		
1,672 22	Other permanent investments.....	2,177 57	\$505 35	
34,944 34	Cash and current assets.....	28,456 47		\$6,487 87
3,539 69	Other assets:			
	Materials and supplies.....	3,190 46		349 23
<u>\$1,540,156 25</u>	Grand totals.....	<u>\$1,533,824 50</u>		<u>\$6,331 75</u>

## HANNIBAL &amp; ST. JOSEPH RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$263,685 42
Due from agents.....	116,904 91
Due from solvent companies and individuals.....	633,041 70
Other cash assets (excluding "materials and supplies").....	12,922 14
<b>Balance—Current liabilities.....</b>	<b>\$277,734 02</b>
<b>Total.....</b>	<b>\$1,299,298 19</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$359,585 00
Audited vouchers and accounts.....	559,296 11
Wages and salaries.....	122,419 01
Net traffic balances due to other companies.....	256,781 92
Dividends not called for.....	1,216 15
<b>Total.....</b>	<b>\$1,299,298 19</b>
<b>Materials and supplies on hand.....</b>	<b>\$277,783 64</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Liabilities.	Total June 30, 1898.	Year ending June 30, '99.	
			Increase.	Decrease.
\$14,251,989 00	Capital stock.....	\$14,251,989 00		
8,090,000 00	Funded debt.....	8,090,000 00		
628,235 46	Current liabilities.....	1,299,298 19	\$671,062 73	
84,679 24	Accounts not liabilities.....	61,850 06		\$22,829 18
1,499,983 62	Income account.....	1,531,945 61	31,961 99	
200,561 52	Profit and loss.....	196,929 20		1,632 32
<b>\$24,755,428 84</b>	<b>Grand totals.....</b>	<b>\$25,433,992 06</b>	<b>\$678,563 22</b>	
<b>Assets.</b>				
\$20,286,632 38	Cost of road.....	\$20,380,884 64	\$94,261 26	
3,487,087 24	Cost of equipment.....	3,663,899 61	176,812 37	
84,805 00	Stocks owned.....	84,800 00		\$5 00
500 00	Bonds owned.....			500 00
671,712 35	Cash and current assets.....	1,026,554 17	354,841 82	
224,700 87	Other assets:			
	Material and supplies.....	277,783 64	53,082 77	
	Sundries.....	70 00	70 00	
<b>\$24,755,428 84</b>	<b>Grand totals.....</b>	<b>\$25,433,992 06</b>	<b>\$678,563 22</b>	



## KANSAS CITY BELT RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$3,617 45
Bills receivable.....	1,870 11
Due from agents.....	61,820 00
Net traffic balances due from other companies.....	40,885 72
Total.....	\$113,293 28
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$10,000 00
Audited vouchers and accounts.....	5,394 39
Wages and salaries.....	5,347 69
Dividends not called for.....	61,820 00
Miscellaneous accrued taxes.....	5,946 78
Balance—cash assets.....	15,971 57
Total.....	\$113,293 28
Materials and supplies on hand.....	\$16,990 09

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$100,000 00	Capital stock.....	\$100,000 00		
2,050,000 00	Funded debt.....	2,050,000 00		
88,771 96	Current liabilities.....	97,321 71	\$8,549 75	
115,367 38	Profit and loss.....	130,335 75	14,068 37	
\$2,354,139 34	Grand totals.....	\$2,377,657 46	\$23,518 12	
	Assets.			
\$2,152,706 66	Cost of road.....	\$2,152,733 64	\$26 98	
809,935 68	Cost of equipment.....	809,935 68		
268 75	Other permanent investments.....	2,717 10	2,448 35	
105,694 66	Cash and current assets.....	113,293 28	7,598 62	
	Other assets:			
13,465 12	Materials and supplies.....	16,990 09	3,524 97	
1,068 47	Sundries.....	10,987 67	9,919 20	
\$2,354,139 34	Grand totals.....	\$2,377,657 46	\$23,518 12	

## KANSAS CITY, CLINTON &amp; SPRINGFIELD RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$20,582 64
Due from agents.....	4,652 25
Due from solvent companies and individuals.....	4,710 35
Net traffic balances due from other companies.....	19,488 52
Balance—current liabilities.....	590,817 96
<b>Total.....</b>	<b>\$640,251 72</b>
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$604,000 00
Audited vouchers and accounts.....	9,438 95
Wages and salaries.....	9,170 35
Matured interest coupons unpaid (including coupons due).....	1,177 50
Miscellaneous.....	16,464 92
<b>Total.....</b>	<b>\$640,251 72</b>
Materials and supplies on hand.....	\$7,624 51

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$1,775,400 00	Capital stock.....	\$1,775,400 00		
3,250,000 00	Funded debt.....	3,250,000 00		
574,407 27	Current liabilities.....	640,251 72	\$65,844 45	
40,915 00	Accrued interest on funded debt not yet payable.....	40,915 00		
<b>\$5,640,722 27</b>	<b>Grand totals.....</b>	<b>\$5,706,566 72</b>	<b>\$65,844 45</b>	
	<b>Assets.</b>			
\$4,802,504 64	Cost of road.....	\$4,800,154 67		\$2,349 97
240,816 66	Cost of equipment.....	240,816 68		
74,170 22	Cash and current assets.....	49,433 76		24,736 46
	Other assets:			
11,374 50	Materials and supplies.....	7,624 51		3,749 99
511,856 25	Profit and loss.....	608,537 12	\$96,680 87	
<b>\$5,640,722 27</b>	<b>Grand totals.....</b>	<b>\$5,706,566 72</b>	<b>\$96,680 87</b>	<b>\$30,836 42</b>

## KANSAS CITY, EXCELSIOR SPRINGS AND NORTHERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$517 01
Due from agents.....	1,033 16
Due from solvent companies and individuals.....	1,911 78
Net traffic balances due from other companies.....	2 00
Other cash assets (excluding "materials and supplies"), Tres.....	450 00
Balance—current liabilities.....	7,955 72
Total.....	<u>\$11,849 67</u>
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$3,111 00
Audited vouchers and accounts.....	682 96
Wages and salaries.....	650 66
Net traffic balances due to other companies.....	1,751 83
Miscellaneous tax.....	652 62
Total.....	<u>\$11,849 67</u>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$100,000 00	Capital stock.....	\$100,000 00		
100,000 00	Funded debt.....	100,000 00		
13,329 16	Current liabilities.....	7,955 72		\$5,373 44
1,850 00	Profit and loss.....	21 38		1,828 62
<u>\$214,179 16</u>	Grand totals.....	<u>\$207,977 10</u>		<u>\$7,202 06</u>
	Assets.			
\$116,543 51	{ Cost of road..... }	\$125,204 89		
	{ Cost of equipment..... }			
	Profit and loss.....	21 38	\$21 38	
	Grand totals.....			

## KANSAS CITY, FORT SCOTT &amp; MEMPHIS RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$281,774 63
Bills receivable.....	185,584 32
Due from agents.....	122,212 68
Net traffic balances due from other companies.....	289,559 92
Other cash assets (excluding "materials and supplies").....	91,358 12
Miscellaneous.....	37,509 89
<b>Total.....</b>	<b>\$1,017,999 56</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$207,561 23
Audited vouchers and accounts.....	240,512 39
Wages and salaries.....	166,285 96
Net traffic balances due to other companies.....	44,142 25
Matured interest coupons unpaid (including coupons due).....	21,316 00
<b>Balance—cash assets.....</b>	<b>\$338,181 74</b>
<b>Total.....</b>	<b>\$1,017,999 56</b>
Materials and supplies on hand.....	\$268,585 12

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$12,747,000 00	Capital stock.....	\$12,747,000 00		
18,122,000 00	Funded debt.....	18,141,000 00	\$19,000 00	
848,529 11	Current liabilities.....	679,817 82		\$166,711 29
205,304 98	Accrued interest on funded debt not yet payable.....	204,328 99		975 99
	Amounts represented by equipment trusts and sinking fund per contra to be credited to construction and equipment accounts when the sinking fund applies to reduce bonded debt.....	631,913 31	68,349 93	
563,563 36	Profit and loss.....	240,839 62	12,341 27	
228,498 35				
<b>\$32,712,895 82</b>	<b>Grand totals.....</b>	<b>\$32,644,899 74</b>		<b>\$67,996 08</b>
	<b>Assets:</b>			
\$25,680,477 65	Cost of road.....	\$25,674,820 56	\$14,342 91	
4,870,978 01	Cost of equipment.....	4,862,093 01		\$8,885 00
209,561 76	Stocks owned.....	209,561 76		
979,794 67	Cash and current assets.....	1,017,999 56	38,204 89	
	Other assets:			
451,231 23	Materials and supplies.....	268,585 12		182,646 11
424,572 81	Sinking fund.....	476,443 06	51,870 25	
116,279 69	Equipment trusts.....	135,396 67	19,116 98	
<b>\$32,712,895 82</b>	<b>Grand totals.....</b>	<b>\$32,644,899 74</b>		<b>\$67,996 08</b>

## KANSAS CITY &amp; NORTHERN CONNECTING RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$1,200 27
Due from agents.....	2,148 93
Net traffic balances due from other companies.....	47,107 12
Balance—current liabilities.....	189,822 72
<b>Total.....</b>	<b>\$240,279 04</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	60,377 00
Audited vouchers and accounts.....	122,651 74
Wages and salaries.....	7,576 82
Matured interest coupons unpaid (including coupons due).....	47,000 00
Miscellaneous (unpaid taxes).....	2,673 38
<b>Total.....</b>	<b>\$240,279 04</b>
Materials and supplies on hand.....	

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$2,709,000 00	Capital stock.....	\$3,000,000 00	\$291,000 00	
2,739,715 56	Funded debt.....	2,974,000 00	234,284 44	
77,793 29	Current liabilities.....	240,279 04	162,485 75	
	Equipment contract.....	25,497 48	25,497 48	
<b>\$5,526,508 85</b>	<b>Grand totals.....</b>	<b>\$6,239,776 52</b>	<b>\$713,267 67</b>	
	<b>Assets.</b>			
\$5,422,989 99	Cost of road, {	\$6,004,129 08	\$581,139 09	
42,490 38	Cost of equipment, }			
	Cash and current assets.....	50,456 32	7,965 94	
30,715 56	Other assets:			
	Equipment trusts.....	25,497 48		\$5,218 08
<b>\$5,496,195 93</b>	<b>Grand totals.....</b>	<b>\$6,080,082 88</b>	<b>\$583,886 95</b>	

## KANSAS CITY, PITTSBURG &amp; GULF RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$152,363 56
Due from agents.....	66,116 29
Due from solvent companies and individuals.....	131,319 68
Net traffic balances due from other companies.....	523,476 98
Other cash assets (excluding "materials and supplies").....	16,376 51
Balance—current liabilities.....	1,104,486 52
<b>Total.....</b>	<b>\$1,994,139 54</b>
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$362,926 51
Audited vouchers and accounts.....	771,378 62
Wages and salaries.....	214,352 84
Matured interest coupons unpaid (including coupons due).....	577,575 00
Miscellaneous.....	67,906 57
<b>Total.....</b>	<b>\$1,994,139 54</b>
Materials and supplies on hand.....	\$202,813 34

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$23,000,000 00	Capital stock.....	\$23,000,000 00		
24,561,762 12	Funded debt.....	25,107,475 50	\$545,713 38	
766,646 16	Current liabilities.....	1,994,139 54	1,227,493 38	
	Accrued interest on funded debt not yet payable.....	287,500 00	6,025 00	
281,475 00	Texarkana & Ft. Smith Railway Co., arbitrary account.....			\$16,320 75
16,320 75	Profit and loss.....	299,014 00		317,007 96
17,993 96				
<b>\$48,644,197 99</b>	<b>Grand totals.....</b>	<b>\$50,090,101 04</b>	<b>\$1,445,903 05</b>	
	<b>Assets.</b>			
\$21,903,027 00	Cost of road.....	\$22,746,658 18	\$843,631 18	
	Cost of equipment.....			
421,601 00	Stocks owned.....	\$428,501 00	6,900 00	
23,664,999 00	Bonds owned.....	23,715,000 00	50,001 00	
585,142 21	Cash and current assets.....	889,653 02	304,510 81	
	Other assets:			
85,666 66	Materials and supplies.....	202,813 34	123,713 38	
1,983,782 12	Equipment trusts.....	2,107,475 50	117,146 68	
<b>\$48,644,197 99</b>	<b>Grand totals.....</b>	<b>\$50,090,101 04</b>	<b>\$1,445,903 05</b>	

## KANSAS CITY, ST. JOSEPH &amp; COUNCIL BLUFFS RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$259,010 85
Bills receivable.....	142,858 00
Due from agents.....	11,063 58
Due from solvent companies and individuals.....	280,919 21
Other cash assets (excluding "materials and supplies").....	4,838 24
<b>Total.....</b>	<b>\$698,689 88</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Audited vouchers and accounts.....	\$268,506 67
Wages and salaries.....	78,890 98
Matured interest coupons unpaid (including coupons due).....	176,410 50
Balance—cash assets.....	174,881 73
<b>Total.....</b>	<b>\$698,689 88</b>
Materials and supplies on hand.....	\$173,272 10

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, 1899	
			Increase.	Decrease.
\$6,029,493 00	Capital stock.....	\$6,050,493 00	\$21,000 00	
5,851,016 48	Funded debt.....	5,850,016 48		\$21,000 00
367,124 34	Current liabilities.....	523,808 15	156,683 81	
190,381 08	Accounts not liabilities.....	233,165 14	42,784 06	
1,776,513 56	Income account.....	1,783,663 18	7,149 62	
74,573 40	Profit and loss.....	74,615 75	4,242 35	
<b>\$14,289,101 86</b>	<b>Grand totals.....</b>	<b>\$14,495,761 70</b>	<b>\$206,659 84</b>	
	<b>Assets.</b>			
\$11,921,599 52	Cost of road.....	\$11,977,748 40	\$56,148 88	
1,526,547 06	Cost of equipment.....	1,537,171 82	10,624 76	
55,000 00	Stocks owned.....	55,000 00		
32,756 99	Lands owned.....	32,756 99		
594,249 25	Cash and current assets.....	698,689 88	104,440 63	
	Other assets:			
137,826 53	Materials and supplies.....	173,272 10	35,445 57	
21,000 00	Sinking fund.....	21,000 00		
122 51	Excess matured over accrued interest.....	122 51		
<b>\$14,289,101 86</b>	<b>Grand totals.....</b>	<b>\$14,495,761 70</b>	<b>\$206,659 84</b>	

## KANSAS CITY, ST. LOUIS &amp; CHICAGO RAILROAD COMPANY.

*Comparative General Balance Sheet.*

Total June 30, 1898.	Assets.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$5,021,800 00	Cost of road.....	\$5,021,800 00	.....	.....
<u>\$5,021,800 00</u>	Grand totals.....	<u>\$5,021,800 00</u>	.....	.....
	Liabilities.			
\$2,021,800 00	Capital stock.....	\$2,021,800 00	.....	.....
3,000,000 00	Funded debt.....	3,000,000 00	.....	.....
<u>\$5,021,800 00</u>	Grand totals.....	<u>\$5,021,800 00</u>	.....	.....



## KANSAS CITY SUBURBAN BELT RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$412 58
Bills receivable.....	25,347 45
Due from agents.....	4,332 88
Due from solvent companies and individuals.....	518,822 36
Net traffic balances due from other companies.....	30,000 00
Union Trust Co. (Belt coupons due June 1, 1899).....	10,573 72
Suspense.....	
<b>Total.....</b>	<b>\$589,488 99</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$338,335 89
Audited vouchers and accounts.....	119,102 04
Wages and salaries.....	13,750 83
Matured interest coupons unpaid (including coupons due).....	31,125 00
Balance—cash assets.....	87,175 13
<b>Total.....</b>	<b>\$589,488 99</b>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Yearended June 30, '99.	
			Increase.	Decrease.
\$4,750,000 00	Capital stock.....	\$4,750,000 00		
3,628,270 84	Funded debt.....	4,096,067 31	\$467,796 47	
100,727 63	Current liabilities.....	502,313 86	401,586 23	
55,833 33	Accrued interest on funded debt not yet payable.....	67,291 65	11,458 32	
27,793 80	Union Term. Railway, Construction fund.....			\$27,793 80
43,911 20	Profit and loss.....			43,911 20
<b>\$8,606,536 80</b>	<b>Grand totals.....</b>	<b>\$9,415,672 82</b>	<b>\$880,841 02</b>	<b>\$71,705 00</b>
	<b>Assets.</b>			
\$8,283,503 86	Cost of road.....	\$8,691,059 37	\$407,555 51	
65,256 74	Cost of equipment.....	58,141 13		\$7,115 61
5,283 57	Stocks owned.....	5,945 07	661 50	
100,000 00	Bonds owned.....			100,000 00
152,492 63	Cash and current assets.....	589,488 99	436,996 36	
	Other assets:			
	Materials and supplies.....	3,647 66	3,647 66	
	Equipment trusts.....	46,067 31	46,067 31	
	Profit and loss.....	21,323 29	21,323 29	
<b>\$8,606,536 80</b>	<b>Grand totals.....</b>	<b>\$9,415,672 82</b>	<b>\$916,251 63</b>	<b>\$107,115 61</b>

## KEOKUK &amp; WESTERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$90,290 74
Due from agents.....	1,955 89
Due from solvent companies and individuals.....	16,792 90
<b>Total.....</b>	<b>\$109,039 53</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Audited vouchers and accounts.....	\$59,381 00
Wages and salaries.....	25,624 00
Net traffic balances due to other companies.....	2,820 77
Balance—cash assets.....	21,213 76
<b>Total.....</b>	<b>\$109,039 53</b>
<b>Materials and supplies on hand .....</b>	<b>\$37,819 20</b>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
<b>\$4,000,000 00</b>	Capital stock, Authorized.... \$5,000,000 00 Unissued..... 1,000,000 00			
600,000 00	Funded debt.....	\$4,000,000 00		
1,556,140 70	Current liabilities.....	1,519,965 74	\$919,965 74	
32,282 28	Current account balance.....	87,825 77		\$1,468,314 93
	Income account.....	1,491 00	1,491 00	
		37,986 01	5,703 73	
<b>\$6,188,422 98</b>	<b>Grand totals.....</b>	<b>\$5,647,268 52</b>		<b>\$541,154 46</b>
	<b>Assets.</b>			
<b>\$5,082,659 47</b>	Cost of road.....	\$5,084,746 30	\$2,086 83	
396,352 74	Cost of equipment.....	410,659 49	14,286 75	
4,848 00	Stocks owned.....	5,024 00	176 00	
600,000 00	Bonds owned.....			\$600,000
35,621 85	Cash and current assets.....	109,039 53	73,417 68	
68,940 92	Other assets: Materials and supplies.....	37,819 20		31,121 72
<b>\$6,188,422 98</b>	<b>Grand totals.....</b>	<b>\$5,647,268 52</b>		<b>\$541,154 46</b>

## MISSISSIPPI RIVER &amp; BONNE TERRE RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash .....	\$13,573 17
Due from agents.....	9,229 88
Net traffic balances due from other companies.....	70,352 94
Other cash assets (excluding "materials and supplies").....	39,877 06
Balance—current liabilities.....	\$40,282 98
Total .....	\$173,316 03
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$68,775 18
Audited vouchers and accounts .....	92,231 86
Wages and salaries.....	1,457 40
Net traffic balances due to other companies.....	10,851 59
Total .....	\$173,316 03
Materials and supplies on hand.....	\$27,923 07

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1898.	Year ending June 30, '99.	
			Increase.	Decrease.
\$600,000 00	Capital stock.....	\$600,000 00		
500,000 00	Funded debt.....	500,000 00		
133,002 18	Current liabilities.....	173,316 03	\$40,313 87	
20,000 00	Accrued interest on funded debt not yet payable.....	20,000 00		
106,723 81	Profit and loss.....	91,129 96		\$15,593 85
\$1,359,725 97	Grand totals.....	\$1,384,445 99	\$24,720 02	
	Assets.			
\$978,693 20	Cost of road.....	\$978,693 20		
136,992 87	Cost of equipment.....	136,992 87		
38,652 90	Stocks owned .....	33,652 90		\$5,000 00
83,689 64	Cash and current assets .....	133,033 05	49,343 41	
	Other assets:			
20,326 73	Materials and supplies .....	27,923 07	7,596 34	
101,370 63	Sundries.....	74,150 90		27,219 73
\$1,359,725 97	Grand totals.....	\$1,384,445 99	\$24,720 02	

## MISSOURI, KANSAS &amp; TEXAS RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$712,933 93
Due from agents and traffic balances due from other companies.....	580,558 74
Balance—current liabilities.....	353,579 84
Total.....	\$1,657,072 51
Current liabilities accrued to and including June 30, 1898:	
Audited vouchers and accounts.....	\$1,079,662 89
Wages and salaries.....	403,514 80
Matured interest coupons unpaid.....	170,380 00
Total.....	\$1,657,072 51
Materials and supplies on hand.....	\$454,734 06

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$68,462,500 00	Capital stock.....	\$68,462,500 00		
70,523,000 00	Funded debt.....	70,743,000 00	\$220,000 00	
1,437,491 43	Current liabilities.....	1,657,072 51	219,581 08	
672,617 47	Accrued interest on funded debt not yet payable.....	874,450 81	1,833 34	
210,821 31	Street's Western Street Car Line.....	213,243 75	2,422 44	
327,476 78	Equipment notes.....	171,940 00		\$155,536 78
129,273 90	Taxes not due.....	130,146 51	872 61	
536,889 42	Improvement fund.....	300,033 35		236,856 07
20,311 93	Sundry accounts.....	10,404 00		9,907 93
785,675 87	Profit and loss.....	1,334,359 14	548,683 27	
<b>\$143,108,058 11</b>	<b>Grand totals.....</b>	<b>\$143,697,150 07</b>	<b>\$508,091 96</b>	
	<b>Assets.</b>			
\$140,284,065 40	{ Cost of road.....	\$140,504,065 40	\$220,000 00	
656,970 96	{ Cost of equipment.....	566,979 96		\$89,991 00
37,900 00	Stocks owned.....	220,500 00	182,600 00	
553,244 48	Bonds owned.....	634,503 48	81,259 00	
13,179 50	New equipment.....	12,874 50		305 00
1,166,014 69	Lands owned.....	1,303,492 67	137,477 98	
396,683 06	Cash and current assets.....	454,734 06	58,050 08	
	Other assets:			
	Materials and supplies.....			
<b>\$143,108,058 11</b>	<b>Grand totals.....</b>	<b>\$143,697,150 07</b>	<b>\$508,091 96</b>	

## MISSOURI PACIFIC RAILWAY AND BRANCH LINES.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$818,752 09
Due from agents.....	831,513 55
Due from solvent companies and individuals.....	2,583,228 71
Other cash assets (excluding "materials and supplies").....	1,909,000 00
United States account, transportation passengers, freight and mails.....	369,218 65
Balance—current liabilities.....	35,762 22
<b>Total.....</b>	<b>\$6,047,475 22</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$3,078,155 11
Audited vouchers and accounts.....	1,362,201 94
Wages and salaries.....	968,160 66
Net traffic balances due to other companies.....	122,706 13
Matured interest coupons unpaid (including coupons due).....	108,433 75
Rents due July 1.....	13,000 00
Miscellaneous.....	394,817 63
<b>Total.....</b>	<b>\$6,047,475 22</b>
Materials and supplies on hand.....	\$1,072,502 23

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99	
			Increase.	Decrease.
\$47,447,075 00	Capital stock.....	\$47,447,825 00	\$750 00	.....
62,138,000 00	Funded debt.....	62,138,000 00	.....	.....
6,247,535 85	Current liabilities.....	6,047,475 22	.....	\$200,060 63
843,980 20	Accrued interest on funded debt not yet payable.....	843,980 20	.....	.....
139,508 92	Other liabilities:			
	Sundries.....	388,918 63	249,409 71	.....
116,816,099 97	<b>Grand totals.....</b>	116,866,199 05	\$50,099 08	.....
	<b>Assets.</b>			
\$50,787,635 95	{ Cost of road..... }	\$51,771,507 54	\$983,716 63	.....
29,061,134 94	{ Cost of equipment..... }	28,720,144 04	.....	\$340,990 90
28,181,559 55	Stocks owned.....	27,127,575 51	.....	1,053,984 04
842,716 78	Bonds owned.....	831,473 31	.....	11,243 47
810,472 14	Other permanent investments.....	814,255 19	3,783 05	.....
5,587,291 95	Lands owned.....	6,011,713 00	424,421 05	.....
1,041,922 19	Cash and current assets.....	1,072,502 23	30,580 04	.....
503,366 47	Other assets:	517,028 19	13,661 72	.....
	Materials and supplies.....			
	Profit and loss.....			
\$116,816,099 97	<b>Grand totals.....</b>	\$116,866,199 05	\$50,099 08	.....

## MISSOURI SOUTHERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Balance—current liabilities .....	\$144,260 36
Total .....	\$144,260 36
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable .....	\$143,767 43
Miscellaneous .....	492 93
Total .....	\$144,260 36
Materials and supplies on hand .....	\$2,344 79

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$80,000 00	Capital stock .....	\$80,000 00		
135,337 86	Current liabilities .....	144,260 36	\$8,922 50	
11,020 89	Profit and loss .....	5,870 79		\$5,150 10
<u>\$226,358 75</u>	Grand totals .....	<u>\$230,131 15</u>	<u>\$8,922 50</u>	<u>\$5,150 10</u>
	Assets.			
\$196,478 35	Cost of road .....	\$199,930 56	\$3,452 21	
27,855 82	Cost of equipment .....	27,855 82		
2,024 58	Other assets:			
	Materials and supplies .....	2,344 77	320 19	
<u>\$226,358 75</u>	Grand totals .....	<u>\$230,131 15</u>	<u>\$3,772 40</u>	

## OMAHA, KANSAS CITY &amp; EASTERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$21,274 51
Due from agents .....	4,415 47
Due from solvent companies and individuals.....	25,670 90
Net traffic balances due from other companies.....	71,107 18
Balance—current liabilities .....	272,152 40
Total.....	\$394,620 46
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$9,428 10
Audited vouchers and accounts.....	122,968 91
Wages and salaries.....	38,712 84
Miscellaneous—accrued interest not due.....	223,510 61
Total.....	\$394,620 46
Materials and supplies on hand.....	\$2,761 20

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$1,428,000 00	Capital stock .....	\$1,428,000 00	.....	.....
1,895,964 54	Funded debt .....	1,428,000 00	.....	\$467,964 54
209,135 80	Current liabilities.....	394,620 46	\$185,484 86	.....
13,600 00	Accrued interest on funded debt not yet payable.....	26,763 92	13,163 92	.....
	Equipment contracts.....	404,413 80	404,413 80	.....
	Taxes accrued but not due.....	7,364 58	7,364 58	.....
\$3,546,700 14	Grand totals.....	\$3,689,162 76	\$142,462 62	.....
	Assets.			
\$2,931,324 58	{ Cost of road, .....	\$3,004,173 90	\$72,849 32	.....
86,217 66	{ Cost of equipment, .....	122,468 06	36,250 40	.....
	Cash and current assets.....			
810 74	Other assets:			
467,964 54	Materials and supplies.....	2,761 20	1,950 46	.....
60,382 62	Equipment trusts.....	404,413 80	.....	\$63,550 74
	Profit and loss.....	155,345 80	94,963 18	.....
\$3,546,700 14	Grand totals.....w.....	\$3,689,162 76	\$142,462 62	.....

## OMAHA &amp; ST. LOUIS RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for current liabilities:</b>	
Cash.....	\$17,789 56
Due from agents.....	4,852 61
Due from solvent companies and individuals.....	92,769 82
Net traffic balances due from other companies.....	5,713 02
Balance—current liabilities.....	335,372 37
<b>Total.....</b>	<b>\$456,497 38</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$1,910 21
Audited vouchers and accounts.....	124,714 92
Wages and salaries.....	39,060 45
Miscellaneous.....	290,791 80
<b>Total.....</b>	<b>\$456,497 38</b>
Materials and supplies on hand.....	\$16,521 65

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$2,592,000 00	Capital stock.....	\$2,592,000 00		
2,396,000 00	Funded debt.....	2,396,000 00		
213,439 61	Current liabilities.....	456,497 38	\$243,057 77	
1,988 56	Profit and loss.....			\$1,988 56
<b>\$5,183,428 17</b>	<b>Grand totals.....</b>	<b>\$5,424,497 38</b>	<b>\$241,069 21</b>	
	<b>Assets.</b>			
\$5,070,669 77	Cost of road.....	\$5,076,078 23	\$5,408 46	
112,758 40	Cash and current assets.....	121,125 01	8,366 61	
	Other assets:			
	Materials and supplies.....	16,521 65	16,521 65	
	Profit and loss.....	210,772 49	210,772 49	
<b>\$5,183,428 17</b>	<b>Grand totals.....</b>	<b>\$5,424,497 38</b>	<b>\$241,069 21</b>	



## THE PARAGOULD &amp; SOUTHEASTERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$508 72
Due from agents.....	123 00
Net traffic balances due from other companies.....	6,234 71
Other cash assets (excluding "materials and supplies").....	205 26
Balance—current liabilities.....	12,535 69
Total.....	\$19,002 72
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$2,645 45
Audited vouchers and accounts.....	15,059 30
Wages and salaries.....	1,830 17
Net traffic balances due to other companies.....	87 74
Total.....	\$19,002 72
Materials and supplies in hand.....	\$3,091 56

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$100,000 00	Capital stock.....	\$100,000 00		
100,000 00	Funded debt.....	100,000 00		
9,624 57	Current liabilities.....	19,002 72	\$9,778 15	
15,249 75	Profit and loss.....	28,192 08	12,902 33	
\$225,114 32	Grand totals.....	\$247,794 80	\$22,680 48	
	Assets.			
\$217,622 89	Cost of road.....	\$232,736 41	\$15,113 52	
4,900 00	Cost of equipment.....	4,900 00		
494 94	Cash and current assets.....	7,066 83	6,571 89	
2,096 49	Other assets:			
	Materials and supplies.....	3,091 56	995 07	
\$225,114 32	Grand totals.....	\$247,794 80	\$22,680 49	

## ROCKPORT, LANGDON &amp; NORTHERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1,280 03
Balance—current liabilities.....	1,569 97
Total.....	\$2,850 00
Current liabilities accrued to and including June 30, 1899:	
Matured interest coupons unpaid (including coupons due).....	\$2,850 00
Total.....	\$2,850 00
Materials and supplies on hand.....	Nominal.

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '09.	
			Increase.	Decrease.
\$55,000 00	Capital stock.....	\$55,000 00		
25,000 00	Funded debt.....	25,000 00		
2,619 97	Current liabilities.....	1,569 97		\$1,050 00
321 63	Accrued interest on funded debt not yet payable.....			321 63
<u>\$82,941 60</u>	Grand totals.....	<u>\$81,569 97</u>		<u>\$1,371 63</u>
	Assets.			
\$80,000 00	Cost of road.....	\$80,000 00		
1,241 76	Cash and current assets.....	1,280 03	38 27	
2,979 87	Other assets:			
	Profit and loss.....	1,569 97		1,409 90
<u>\$84,221 63</u>	Grand totals.....	<u>\$82,850 00</u>		<u>\$1,371 63</u>

## SEDALIA, WARSAW &amp; SOUTHWESTERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Due from agents.....	\$271 09
Net traffic balances due from other companies.....	1 70
Balance—current liabilities.....	19, 401 35
<b>Total.....</b>	<b>\$19, 674 14</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable, loan Third National Bank.....	\$1, 513 37
Audited vouchers and accounts, { Accounts payable.....	17, 147 54
Wages and salaries {	1, 013 23
Net traffic balances due to other companies.....	
<b>Total.....</b>	<b>\$19, 674 14</b>
Materials and supplies on hand.....	

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$516,000 00	Capital stock.....	\$516,000 00		
	Current liabilities.....	19, 401 35		
	Profit and loss.....	31, 862 86		
\$516,000 00	Grand totals.....	\$567, 264 21		
	Assets.			
\$516,000 00	{ Cost of road,	\$516,000 00		
	{ Cost of equipment, {			
	Cash and current assets.....	272 79		
	Other assets:			
	Profit and loss.....	31, 862 86		
	Grand totals... ..	\$548, 135 65		

## ST. LOUIS, CAPE GIRARDEAU &amp; FORT SMITH RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Bills receivable.....	\$7,505 29
Due from agents.....	1,066 27
Net traffic balances due from other companies.....	9,072 05
Other cash assets (excluding "materials and supplies").....	9,523 83
Balance—current liabilities.....	16,508 70
Total.....	<u>\$43,676 11</u>
Current liabilities accrued to and including June 30, 1899:	
Audited vouchers and accounts.....	\$43,676 11
Total.....	<u>\$43,676 11</u>
Materials and supplies on hand.....	\$14,711 48

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
.....	Capital stock.....	\$10,252 95	.....	.....
.....	Current liabilities.....	43,676 11	.....	.....
.....	Profit and loss.....	15,029 98	.....	.....
.....	Grand totals.....	<u>\$68,959 04</u>	.....	.....
.....	Assets.			
.....	Cost of road.....	\$8,103 74	.....	.....
.....	Cost of equipment.....	6,635 24	.....	.....
.....	Bonds owned.....	2,250 00	.....	.....
.....	Lands owned.....	10,091 17	.....	.....
.....	Cash and current assets.....	27,167 41	.....	.....
.....	Other assets:			
.....	Materials and supplies.....	14,711 48	.....	.....
.....	Grand totals.....	<u>\$68,959 04</u>	.....	.....

## ST. LOUIS &amp; HANNIBAL RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$83,087 82
Due from agents.....	1,488 78
Due from solvent companies and individuals.....	1,869 04
Balance—current liabilities.....	188,839 70
Total.....	<u>\$274,765 32</u>
Current liabilities accrued to and including June 30, 1899:	
Audited vouchers and accounts.....	\$3,047 01
Wages and salaries.....	5,478 73
Net traffic balances due to other companies.....	80 43
Matured interest coupons unpaid (including coupons due).....	265,800 00
Miscellaneous.....	859 15
Total.....	<u>\$274,765 32</u>
Materials and supplies on hand.....	\$8,528 30

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$462,000 00	Capital stock.....	\$462,000 00		
630,000 00	Funded debt.....	630,000 00		
247,395 45	Current liabilities.....	274,765 32	27,369 87	
<u>\$1,339,395 45</u>	Grand totals.....	<u>\$1,366,765 32</u>	<u>\$27,369 87</u>	
	Assets			
\$1,094,639 88	Cost of road.....	\$1,094,639 88		
68,619 16	Cash and current assets.....	85,925 62	17,306 46	
	Other assets:			
11,407 78	Materials and supplies.....	8,528 30		2,879 48
5,498 63	Sundries.....			5,498 63
159,230 00	Profit and loss.....	177,671 52	18,441 52	
<u>\$1,339,395 45</u>	Grand totals.....	<u>\$1,366,765 32</u>	<u>\$27,369 87</u>	<u>\$8,378 11</u>

## ST. LOUIS, IRON MOUNTAIN &amp; SOUTHERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$49,253 24
Bills receivable.....	1,300 00
Due from solvent companies and individuals.....	353,788 35
Other cash assets (excluding "Materials and supplies").....	1,051,275 00
Coupon notes Little Rock & Ft. Smith Railway .....	253,435 00
Balance—current liabilities .....	1,778,603 76
<b>Total.....</b>	<b>\$3,487,635 35</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$2,391,068 65
Matured interest coupons unpaid (including coupons due).....	218,377 92
Miscellaneous .....	878,188 78
<b>Total.....</b>	<b>\$3,487,635 35</b>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$25,795,115 00	Capital stock.....	\$25,795,055 00		\$60 00
48,432,042 88	Funded debt.....	48,116,542 88		315,500 00
2,433,061 00	Current liabilities.....	3,487,635 35	\$1,054,574 35	
576,551 24	Accrued interest on funded debt not yet payable.....	584,170 58	7,619 34	
2,252,543 24	Profit and loss .....	3,317,569 95	1,065,026 71	
<b>\$79,489,313 36</b>	<b>Grand totals.....</b>	<b>\$81,300,973 76</b>	<b>\$1,811,660 40</b>	
<b>Assets.</b>				
\$67,635,238 01	{ Cost of road, {	\$68,618,285 93	\$983,047 92	
	{ Cost of equipment, {			
4,120,088 81	Stocks owned.....	4,544,129 95	424,041 14	
3,901,785 22	Bonds owned.....	3,897,285 22		\$4,500 00
514,194 89	Lands owned other than grants.....	514,194 89		
1,838,744 65	Land grant, Arkansas.....	1,760,490 09		
11,780 53	Land grant, Missouri.....	4,435 15		85,599 94
1,224,206 77	Cash and current assets .....	1,709,031 59	484,824 82	
	Other assets:			
243,274 48	Sundries.....	253,120 94	9,846 46	
<b>\$79,489,313 36</b>	<b>Grand totals.....</b>	<b>\$81,300,973 76</b>	<b>\$1,811,660 40</b>	

## ST. LOUIS KANSAS CITY &amp; COLORADO RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$4,581 92
Due from agents.....	826 96
Net traffic balances due from other companies.....	4,820 82
Balance—current liabilities.....	2,799,329 79
Total.....	\$2,809,559 51
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$1,959,634 26
Audited vouchers and accounts.....	101,420 27
Wages and salaries.....	3,013 53
Net traffic balances due to other companies.....	3,331 73
Matured interest coupons unpaid (including coupons due).....	781,930 00
Total.....	\$2,809,559 51

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$1,600,000 00	Capital stock.....	\$1,600,000 00		
1,381,000 00	Funded debt.....	1,381,000 00		
2,708,217 44	Current liabilities.....	2,799,329 79	\$91,112 35	
34,525 00	Accrued interest on funded debt not yet payable.....	34,525 00		
20,680 60	Sundry accrued obligation not yet payable.....	22,319 20	1,638 60	
\$5,744,423 04	Grand totals.....	\$5,837,173 99	\$92,750 95	
	Assets.			
\$3,822,678 50	Cost of road.....	\$3,822,678 50		
28,621 03	Cost of equipment.....	28,621 03		
7,366 15	Cash and current assets.....	10,229 72	\$2,863 57	
4,062 28	Other assets.....	4,866 40	804 12	
1,936,590 54	Profit and loss.....	2,030,296 20	93,705 66	
\$5,799,318 50	Grand totals.....	\$5,896,691 85	\$97,373 35	

## ST. LOUIS, KEOKUK &amp; NORTHWESTERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$131,194 59
Bills receivable.....	205,972 19
Due from agents.....	35,129 57
Net traffic balances due from other companies.....	2,502 53
<b>Total.....</b>	<b>\$613,829 78</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$178,980 28
Audited vouchers and accounts.....	316,257 96
Wages and salaries.....	68,433 61
Miscellaneous.....	1,600 00
Balance—cash assets.....	48,557 93
<b>Total.....</b>	<b>\$613,829 78</b>
Materials and supplies on hand.....	\$57,638 84

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$5,443,800 00	Capital stock.....	\$5,443,800 00		
10,150,000 00	Funded debt.....	10,150,000 00		
335,407 87	Current liabilities.....	565,271 85	\$169,864 18	
44,794 09	Accounts not liabilities.....	74,092 18	29,278 09	
910,573 20	Income account.....	911,486 34	913 14	
42,615 56	Profit and loss.....	42,657 66	42 10	
<b>\$16,987,190 62</b>	<b>Grand totals.....</b>	<b>\$17,187,288 03</b>	<b>\$200,097 51</b>	
	<b>Assets.</b>			
\$15,783,055 34	Cost of road.....	\$15,870,978 72	\$87,923 38	
585,760 66	Cost of equipment.....	589,409 84	3,649 18	
7,800 00	Stocks owned.....	7,800 00		
47,611 50	Other permanent investments.....	47,611 50		
553,267 73	Cash and current assets.....	613,829 78	60,562 05	
	Other assets:			
9,695 29	Materials and supplies.....	57,638 84	47,943 55	
	Sundries.....	19 35	19 35	
<b>\$16,987,190 52</b>	<b>Grand totals.....</b>	<b>\$17,187,288 03</b>	<b>\$200,097 51</b>	



## ST. LOUIS MERCHANTS' BRIDGE TERMINAL RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$156,230 54
Bills receivable.....	18,943 75
Due from agents.....	10,568 00
Due from solvent companies and individuals.....	226,430 64
Balance—current liabilities.....	1,272,532 36
Total.....	\$1,684,705 29
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$595,594 86
Audited vouchers and accounts.....	980,079 69
Wages and salaries.....	18,975 50
Net traffic balances due to other companies.....	1,728 74
Matured interest coupons unpaid (including coupons due).....	88,800 00
Miscellaneous.....	28 50
Total.....	\$1,684,705 29
Materials and supplies on hand.....	\$723 64

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$2,939,500 00	Capital stock.....	\$2,939,500 00		
3,500,000 00	Funded debt.....	3,500,000 00		
1,785,837 78	Current liabilities.....	1,684,705 29		\$101,132 49
43,750 02	Accrued interest on funded debt not yet payable.....	43,750 02		
5,275 51	Accrued interest on loans.....	5,071 13		204 38
51,694 02	Accrued rentals.....	50,000 00		1,694 20
6,902 37	Accrued taxes.....	8,721 84	\$1,819 47	
41,648 24	Building fund.....			41,648 24
\$8,374,607 94	Grand totals.....	\$8,231,748 28		\$142,859 66
	Assets.			
\$4,642,413 08	Cost of road.....	\$4,642,413 08		
168,568 77	Cost of equipment.....	168,568 77		
1,500,000 00	Stocks owned.....	1,500,000 00		
265,000 00	Bonds owned.....	265,000 00		
129,206 42	Other permanent investments.....	138,366 23	\$9,159 81	
586,428 40	Cash and current assets.....	412,172 93		\$174,255 47
	Other assets:			
2,317 90	Materials and supplies.....	723 64		1,594 26
1,080,673 37	Profit and loss.....	1,104,503 63	23,830 26	
\$8,374,607 94	Grand totals.....	\$8,231,748 28		\$142,859 66

## ST. LOUIS &amp; SAN FRANCISCO RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash in treasury and in trust companies .....	\$566,481 99
Miscellaneous assets of receiver St. Louis & San Francisco Railway and prior, taken up for collection by this company .....	7,392 55
Cost of St. Louis & San Francisco Railroad Company consol 4 per cent. bonds acquired for disbursements made under provisions of mortgage .....	683,090 20
Total .....	<u>\$1,755,527 18</u>
Current liabilities accrued to and including June 30, 1899:	
Audited vouchers and accounts .....	\$632,065 93
Wages and salaries .....	31,047 57
Matured interest coupons unpaid (including coupons due) .....	711,229 00
Miscellaneous liabilities of receiver St. Louis & San Francisco Railway and prior, and of Atlantic & Pacific Railroad Central drawn prior to purchase assumed by this company .....	20,812 93
Balance—cash assets .....	360,371 75
Total .....	<u>\$1,755,527 18</u>
Materials and supplies on hand .....	\$464,986 80

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$50,000,000 00	Capital stock .....	\$50,000,000 00		
39,437,100 00	Funded debt .....	41,708,350 00	\$2,271,250 00	
1,237,600 92	Current liabilities .....	1,895,155 43	157,554 51	
183,382 50	Accrued interest on funded debt not yet payable .....	202,402 50	19,020 00	
68,556 97	Taxes accrued not yet payable .....	76,126 46	7,566 49	
29,845 57	Sinking funds accrued not yet payable .....	31,796 65	1,951 08	
	Due American Loan and Trust Company on equipment .....	193,293 75	193,293 75	
568,738 24	Profit and loss .....	624,589 89	55,851 65	
<u>\$91,525,227 20</u>	Grand totals .....	<u>\$94,231,714 68</u>	<u>\$2,706,487 48</u>	
	Assets.			
\$82,349,138 66	Cost of road .....	\$84,728,540 44	\$2,379,401 78	
2,558,852 06	Cost of equipment .....	2,555,852 06		\$3,000 00
25,692 00	Stocks owned .....	25,382 00		310 00
365,365 62	Bonds owned .....	15,000 00		350,365 62
1,734,400 10	St. Louis & San Francisco Railroad Company stock certificates in treasury .....	1,729,500 10		
2,661,895 40	First and second preferred common .....	2,654,095 40		12,700 00
1,368,027 53	Cash and current assets .....	1,755,527 18	367,499 65	
	Other assets:			
425,561 79	Materials and supplies .....	464,986 80		
15,531 19	Sinking fund .....	17,449 52		
3,762 85	Sundries .....	285,401 18	322,961 67	
<u>\$91,525,227 20</u>	Grand totals .....	<u>\$94,231,714 68</u>	<u>\$2,706,487 48</u>	

## ST. LOUIS SOUTHWESTERN RAILWAY COMPANY.

## Current Assets and Liabilities.

<b>Cash and current assets available for payment of current liabilities:</b>		
Cash.....	\$283,005 38	
Bills receivable.....	5,809 87	
Due from agents.....	1,818 30	
Due from solvent companies and individuals.....	151,812 42	
Net traffic balances due from other companies.....	33,900 87	
Due from St. L. S. W. Ry. of Texas.....	\$2,000,337 48	
Due from T. S. & E. Ry. Co.....	176,749 08	
Advance to sundry agents to be accounted for.....	33,840 24	
Prepaid insurance.....	3,148 17	
	<b>3,174,074 95</b>	
<b>Total.....</b>	<b>\$3,650,319 77</b>	
<b>Current liabilities accrued to and including June 30, 1899:</b>		
Loans and bills payable.....	\$3,000 00	
Audited vouchers and accounts.....	185,964 09	
Wages and salaries.....	126,489 34	
Matured interest coupons unpaid (including coupons due).....	224,405 00	
Balance—cash assets.....	3,100,461 34	
<b>Total.....</b>	<b>\$3,650,319 77</b>	
<b>Materials and supplies on hand.....</b>	<b>\$249,056 71</b>	

## Comparative General Balance Sheet.

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$36,500,000 00	Capital stock.....	\$36,500,000 00		
28,234,648 62	Funded debt.....	29,412,127 54	\$1,177,478 92	
933,600 97	Current liabilities.....	549,858 43		\$383,742 54
133,333 33	Accrued interest on funded debt not pay- able.....	134,745 83	1,412 50	
104,768 85	Equipment replacement fund.....	140,881 44	36,112 59	
	Gray's Point Terminal Ry. Co. (first mort- gage bonds guaranteed).....	339,000 00	339,000 00	
2,759,416 02	Profit and loss.....	3,776,386 94	1,016,970 92	
			<b>\$2,750,974 93</b>	<b>\$383,742 54</b>
<b>\$68,665,787 79</b>	<b>Grand totals.....</b>	<b>\$70,853,000 18</b>	<b>\$2,187,232 39</b>	
	<b>Assets.</b>			
\$45,390,988 73	Cost of road.....	\$46,392,830 53	\$1,001,841 80	
1,730,149 44	Cost of equipment.....	1,877,353 48	147,204 04	
3,000,250 00	Stocks owned.....	3,000,250 00		
15,209,437 50	Bonds owned.....	15,270,279 20	60,851 70	
21,530 95	Construction accounts.....	20,722 81		\$808 14
	Gray's Point Terminal Railway, lease hold. Lands owned.....	339,000 00	339,000 00	
27,327 95	Cash and current assets.....	27,327 95		
3,080,902 11	Other assets:	3,650,319 77	569,417 66	
	Materials and supplies.....	249,056 71	61,547 64	
187,509 07	Sundries.....	25,849 72	8,177 68	
17,672 04				
<b>\$68,665,787 79</b>	<b>Grand totals.....</b>	<b>\$70,853,000 18</b>	<b>\$2,187,232 39</b>	

## ST. LOUIS TRANSFER RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Balance—current liabilities.....	\$298,097 60
Total.....	\$298,097 60
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$298,097 60
Total.....	\$298,097 60

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99	
			Increase.	Decrease.
\$199,800 00	Capital stock.....	\$199,800 00		
318,690 98	Current liabilities.....	298,097 60		\$20,593 38
	Profit and loss.....	16,446 95	\$16,446 95	
\$518,490 98	Grand totals.....	\$514,344 55		\$4,146 43
	Assets.			
\$457,709 72	Cost of road.....	\$476,625 55	\$9,915 83	
46,719 00	Cost of equipment.....	46,719 00		
14,062 26	Other assets:			
	Profit and loss.....			\$14,062 26
\$518,490 98	Grand totals.....	514,344 55	\$9,915 83	\$14,062 26

## SOUTHERN MISSOURI &amp; ARKANSAS RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$3,043 03
Due from agents.....	5,081 07
Due from solvent companies and individuals.....	81 56
Net traffic balances due from other companies.....	1,778 68
Receivers' liabilities paid.....	11,780 27
Balance—current liabilities.....	3,075 57
Total.....	\$25,820 20
Current liabilities accrued to and including June 30, 1899:	
Audited vouchers and accounts.....	\$8,515 25
Wages and salaries.....	3,584 37
Net traffic balances due to other companies.....	2,265 30
Miscellaneous.....	11,455 19
Total.....	\$25,820 20

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
.....	Capital stock.....	\$1,000,000 00	.....	.....
.....	Current liabilities.....	25,820 20	.....	.....
.....	Trustee dues.....	400,000 00	.....	.....
.....	Due reorganization committee.....	389,864 65	.....	.....
.....	Due treasurer of committee.....	35,135 35	.....	.....
=====	Grand total.....	\$1,850,820 20	=====	=====
Assets.				
.....	Cost of road.....	\$1,825,000 00	.....	.....
.....	Reorganization cost.....	351 25	.....	.....
.....	Cash and current assets.....	22,744 63	.....	.....
.....	Other assets:			
.....	Profit and loss.....	2,724 32	.....	.....
.....	Grand total.....	\$1,850,820 20	.....	.....

## TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$271,900 17
Bills receivable.....	2,799 67
Due from agents.....	27,672 71
Due from solvent companies and individuals.....	107,869 05
Net traffic balances due from other companies.....	49,209 59
<b>Total.....</b>	<b>\$1,428,451 19</b>
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$640,596 65
Audited vouchers and accounts.....	203,465 77
Wages and salaries.....	62,860 65
Matured interest coupons unpaid (including coupons due).....	10,245 00
Miscellaneous.....	2,785 37
Balance—cash assets.....	508,597 75
<b>Total.....</b>	<b>\$1,428,451 19</b>
Materials and supplies on hand.....	\$41,530 47

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$1,441,200 00	Capital stock.....	\$1,441,200 00		
11,500,000 00	Funded debt.....	11,500,000 00		
1,014,249 10	Current liabilities.....	919,853 44		\$94,395 66
90,000 00	Real estate mortgages.....	90,000 00		
172,500 00	Accrued interest on funded debt not yet payable.....	172,500 00		
98,241 31	Accrued rentals.....	98,241 31		
1,520 81	Accrued taxes.....	9,954 60	\$8,433 79	
3,409 29	Accrued interest.....	2,409 25		1,000 04
516,389 60	Profit and loss.....	806,750 10	390,360 50	
<b>\$14,837,490 11</b>	<b>Grand totals.....</b>	<b>\$15,040,908 70</b>	<b>\$203,418 59</b>	
	<b>Assets.</b>			
\$11,601,281 81	{ Cost of road..... }	\$11,830,427 04	\$229,145 23	
	{ Cost of equipment.. }			
1,738,400 00	Stocks owned.....	1,740,500 00	2,100 00	
1,469,741 61	Cash and current assets.....	1,428,451 19		\$41,290 42
	Other assets:			
28,066 69	Materials and supplies.....	41,530 47	13,463 78	
<b>\$14,837,490 11</b>	<b>Grand totals.....</b>	<b>\$15,040,908 70</b>	<b>\$203,418 09</b>	

## WABASH RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$747,986 58
Bills receivable.....	14,486 30
Due from agents.....	213,720 08
Due from solvent companies and individuals.....	885,290 28
Other cash assets (excluding "Materials and supplies").....	81,063 49
Balance—current liabilities.....	1,486,086 72
Total.....	\$3,427,604 08
Current liabilities accrued to and including June 30, 1899:	
Loans and bills payable.....	\$880,473 70
Audited vouchers and accounts.....	1,244,581 08
Wages and salaries.....	474,385 28
Net traffic balances due to other companies.....	158,809 44
Matured interest coupons unpaid (including coupons due).....	185,282 00
Miscellaneous.....	483,973 05
Total.....	\$3,427,604 08
Materials and supplies on hand.....	\$708,517 71

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
\$52,000,000 00	Capital stock.....	\$52,000,000 00		
81,534,000 00	Funded debt.....	83,073,000 00	\$1,539,000 00	
3,355,643 11	Current liabilities.....	3,427,604 08	71,960 92	
610,081 24	Accrued interest on funded debt not yet payable.....	610,071 24		\$30 00
	Profit and loss.....	222,480 94	222,480 94	
\$137,499,734 35	Grand totals.....	\$139,333,156 21	\$1,833,421 86	
	Assets.			
\$133,433,500 00	{ Cost of road,	\$135,083,500 00	\$1,600,000 00	
196,115 68	{ Cost of equipment,	2,206,115 68	10,000 00	
147,001 00	Stocks owned.....	124,001 00		\$23,000 00
441,514 86	Bonds owned.....	491,976 50	50,461 64	
1,592,922 28	Other permanent investments.....	1,942,517 31	349,595 05	
	Cash and current assets.....			
	Other assets:			
598,247 42	Materials and supplies.....	709,517 71	111,270 29	
573,243 17	Sundries.....	825,528 01	252,284 84	
517,189 96	Profit and loss.....			517,189 96
\$137,499,734 35	Grand totals.....	\$139,333,156 21	\$1,833,421 86	

## WILLIAMSVILLE, GREENVILLE &amp; ST. LOUIS RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$239 27
Due from agents.....	1 14
Due from solvent companies and individuals.....	95,547 89
Net traffic balances due from other companies.....	132 77
Balance—current liabilities.....	4,068 43
<b>Total.....</b>	<b>\$100,589 50</b>
<b>Current liabilities accrued to and including June 30, 1899:</b>	
Loans and bills payable.....	\$100,000 00
Miscellaneous.....	589 50
<b>Total.....</b>	<b>\$100,589 50</b>

*Comparative General Balance Sheet.*

Total June 30, 1898.	Liabilities.	Total June 30, 1899.	Year ending June 30, '99.	
			Increase.	Decrease.
.....	Capital stock.....	\$375,000 00	.....	.....
.....	Funded debt.....	375,000 00	.....	.....
.....	Current liabilities.....	100,589 50	.....	.....
.....	Profit and loss.....	18,462 04	.....	.....
.....	<b>Grand total.....</b>	<b>\$869,051 54</b>	.....	.....
<b>Assets.</b>				
.....	Cost of road.....	\$750,000 00	.....	.....
.....	Cost of equipment.....	23,130 47	.....	.....
.....	Cash and current assets.....	95,921 07	.....	.....
.....	<b>Grand total.....</b>	<b>\$869,051 54</b>	.....	.....







## PART IV.

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### CORRESPONDENCE AND HEARINGS.

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#### CORRESPONDENCE RELATING TO CHANGE BY RAILROAD AND EXPRESS COMPANIES, ETC.

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##### CORRESPONDENCE REGARDING PASSENGER RATES.

November 3, 1898—The following was received:

Memphis, Mo., Nov. 2, 1898.

James Harding, Esq., Secretary Railroad Commissioners of Missouri:

Dear Sir—I wish to draw your attention that the Keokuk & Western Railroad charges ten cents extra when you don't buy a ticket. I enclose you one receipt for 35 cents for 7 1-10 miles travel. Have they a right to do so? I also call your attention that this road has no switch lights and run night trains. I hope that you will look this matter up.

Respectfully,

L. H. P. Northrup.

Matter was referred to A. C. Goodrich, general manager K. & W. railroad, with letter stating that the charging an additional amount for passenger fares when collected on trains was illegal, and in violation of the order of the Board. It was recommended that rule in force on K. & W. railroad authorizing such collection be rescinded.

Letter from General Manager Goodrich, November 11, claims that the Keokuk & Western railroad is a class "C" road, and, therefore, entitled to charge 4 cents per mile for carriage of passengers, but that when tickets are purchased from agents the charge is but 3 cents per mile, and when collected on trains in 4 cents per mile. This, in pursuance of order made in 1893, and which was at that time approved by the Commissioners. The road at that time was in class "C."

November 21st—The Board took the following action:

"It is hereby ordered that taking effect Thursday, December 15th, 1898, the main line of the Keokuk & Western railroad in Missouri shall be classified as a class "A" line, and the maximum charge for the transportation of passengers over the said line in Missouri shall

not exceed 3 cents per mile, as provided in section 2673, Revised Statutes of Missouri, 1889."

Copy of foregoing was mailed General Manager Goodrich. November 22, 1899.

December 1—The following was received:

Keokuk, Iowa, Nov. 30, 1898.

Mr. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have your letter of November 22d and a copy of the action of your Board putting the Keokuk & Western road into class "A" and passenger charges on same to be governed by section 2673, Revised Statutes of Missouri, 1889.

The Board states: "The Commissioners after due consideration and in view of the fact that the said line is now a direct through route from Keokuk to Des Moines, took the following action:"

Is the Board's action in putting the Keokuk & Western into class "A" based on the supposition that that portion of the road running through Missouri is earning more money because of continuous rails to Des Moines? if so, I beg to say that such is not the case.

What additional passenger travel has come to us has been from the service between Centerville, Iowa, and Des Moines, not between Keokuk and Centerville, which would cover that portion situated in Missouri.

I would like to ask if "due consideration" could have been given to this matter without giving the officers of the Keokuk & Western a chance to be heard before placing us in said class "A?" We are unable to recognize any fairness in the matter in putting the Keokuk & Western in said class, as the earnings or condition of the road do not warrant it.

As stated to you in my letter of November 11th, we never charge more than three cents per mile when tickets are purchased, and your decision looks to me as though you raised our classification simply to prevent the excess fare charged on trains when cash fares are paid.

As to charging an additional amount above three cents a mile, I attach a copy of our G. P. O., No. 162, dated June 15, 1893, which order the Commissioners approved at the time as legal as well as reasonable. See your letter of Nov. 22, '93.

If we can get no protection on this matter from a fair ruling of the Commissioners I suppose our only resort is to ignore the ruling and try the case in the courts, for we do not believe that the circumstances warrant putting our road into class "A" with the results which will follow as to charges for performing services to the public, and we cannot afford to accept the decision of the Board in this matter.

Will you please advise me if the Chariton & St. Joseph line of the "Burlington" system is in class "A," also the C., B. & K. C. line of the "Burlington" system running from Burlington to Carrollton is in class "A?" Is the North Missouri line of the Wabash from Moberly to Ottumwa, Iowa, placed in Class "A?" The earnings of this piece of road and the tonnage carried over the same is very much in excess of business done on any portion of the Keokuk & Western.

There is not a branch of the "Burlington" road in Iowa or Missouri which should not be put into class "A" with their great number of connections, if it is justifiable in placing the Keokuk & Western in such a class.

It is small encouragement to try and give good passenger service, such as we are giving to the public of Missouri between here and Centerville, which we are told is the best provided by any road either in Iowa or Missouri, considering the character of the property, and then have an arbitrary decision of this kind put against us to raise our classification and cut down our very meager earnings.

I would respectfully ask a little further consideration by the Board in this matter and a full reply to this letter.

Yours respectfully;

A. C. GOODRICH,  
Vice-President & General Manager.

And on December 22nd the following was received:

Keokuk, Iowa, Dec. 1, 1898.

Mr. James Harding, Secretary Board Railroad Commissioners, Jefferson, City Mo.:

Dear Sir—Supplementary to my letter of yesterday, November 30th, I wish to present for the consideration of your Honorable Board the following, which I have compiled since my letter.

KEOKUK & WESTERN RAILROAD.

Operations for 11 years, 1887 to 1897, inclusive:

Average earnings per year.....		\$380,912 00
Operating expenses.....	\$249,996 00	
Construction and betterment account.....	23,272 00	
Taxes.....	15,594 00	
Interest.....	15,791 00	
		\$304,653 00
		\$76,259 00

From January 1st, 1898, to October, 1898, to which period we have only obtained actual figures, the total earnings are \$421,538.00.

Total earnings from January 1, 1898, to October, 1898.....		\$421,538 00
Operating expenses.....	\$322,026 10	
Betterments.....	26,113 46	
Taxes.....	13,157 93	
Interest.....	56,115 60	
New equipment.....	4,545 38	
		\$421,958 47
Leaving a deficit of.....		\$420 47

The Des Moines & Kansas City, 112 miles, was added to the mileage of the Keokuk & Western this year and the entire mileage, 260 miles, operated as one road with the above result.

We have spent in the last two years about \$450,000.00 on this part of the line, no part of which have we been able to pay out of earnings and which amount still stands as a debt against the property.

November and December of this year will probably give us a clear sheet and a little better, but that is all, and you know that this year has been a phenomenal year for gross earnings and tonnage.

In consideration of the above I submit that it is not fair to raise our classification as per your notice of November 22d, and I trust that the Board will favor us by rescinding their action in this matter.

As I said, we are giving the people the best service we can and must take off some of our passenger trains to reduce expenses if our classification is raised and rate per mile lowered.

Yours respectfully,

A. C. GOODRICH.

Answered December 2 in letter stating that in placing the Keokuk & Western railroad in class "A" they were governed solely by the requirements of the law, which provides that "class 'A' shall include all through or trunk line railroads," and that the law makes no exception regarding earnings or condition. The Keokuk & West-

ern railroad by reason of its extension to Des Moines, Iowa, with a main line mileage of more than 200 miles, with terminals at important connecting points, is now, in the judgment of the Commissioners, a through line. For this reason it was not deemed necessary to have a hearing, as the question was simply a through line, and as the Board had no doubt as to this, they considered it to be their duty to place the road in class "A." So long as the road was considered as being in class "C" it was entitled to charge 4 cents per mile for the transportation of passengers, and the arrangement made in November, 1893, was deemed proper and not illegal. In 1895 the Commissioners, by their order January 15, placed the Chariton-St. Joseph line of the Burlington system and the Wabash line from Moberly to Ottumwa in class "A." The C. B. & K. C. line was not so classified, as in the opinion of the Board, it was not a through or trunk line railroad.

December 7—The following was received:

Keokuk, Iowa, December 6, 1898.

Mr. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Replying to your letter of December 2d, we do not think that our road should be put into class "A" list. You speak of our through line, Keokuk to Des Moines, as the reason for putting us into class "A."

I wish to say that the C., R. I. & P. have a direct line of 162 Miles long; the C. B. & Q. have train service out of here via Mt. Pleasant of 191 miles for the entire distance. Our mileage is 220 miles.

We get no business whatever from Keokuk to Des Moines, and hence the reasons assigned by the Board do not prove of any benefit to our line in this part of the State or through the northeast corner of Missouri through which we run.

As to freight, we do not haul a pound of competitive business which we get here at the river for common points with other roads, for we are obliged to use the trunk lines from Keokuk east and they do not allow us to take business into common points with their roads.

As to the local importance of the road and towns you know as to that about as well as I do. They are small and inferior towns.

There is nothing whatever in the condition of our road which would warrant it going into class "A" now any more than ten years ago, so far as the State of Missouri business is concerned, and really is not that what you should base your arguments upon in putting us into class "A," and not what we are doing up in Iowa?

We have no desire whatever to be antagonistic in this matter, but as a matter of equity it does not seem right to put us into class "A," and as discretion in this matter is left entirely with the Board we hope for a favorable reconsideration. Will you please advise if I may not expect this?

Yours respectfully,

A. C. GOODRICH.

December 14, 1899—The Board took up the matter of the classification of the Keokuk & Western railroad and refused to rescind their order made November 21, 1899, placing said road in class "A." Copy of this action was mailed General Manager Goodrich December 16.

December 18—The following was received:

Keokuk, Iowa, December 17, 1898.

Mr. James Harding, Secretary Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—I have your favor of December 16th and the record of the meeting of the Board of December 15th declining to reconsider their previous action in putting the Keokuk & Western into class "A."

I had already instructed our general passenger agent to place our tariffs in accordance with the Board's previous notice and the new tariffs were sent to our agents on December 14th.

I do not wish to appear antagonistic to the Board, but was in hopes it would reconsider its action in the matter.

Yours respectfully,  
A. C. GOODRICH.

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June 3, 1899—The following was received:

To Railroad Commissioners of Missouri:

St. Louis, Mo., June 2nd, 1899.

Dear Sir—Will you please inform me if any railroad in this State is allowed to charge more than three cents a mile? Is there any law concerning this, or is there no limit? By replying you will greatly oblige

Yours respectfully,

OTTO VIERLING,

4030 Lincoln Ave., St. Louis, Mo.

Answered that through or trunk line roads (class "A") could not charge in excess of 3 cents per mile for the transportation of passengers, and that roads in classes "B" and "C" were allowed to charge 4 cents per mile for same service.

Class "A" includes all through or trunk line roads.

Class "B" includes all branches of class "A" lines.

Class "C" includes all other lines.

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### CORRESPONDENCE REGARDING FREIGHT RATES.

July 27, 1898—The following was received:

Railroad Commissioners, State of Missouri:

Ewing, Mo., July 25, 1898.

Gentlemen—Could you do anything in regard to rates on hay on this railroad, Q., O. & K. C.? Our rate from this place to St. Louis has been 10 cent. Now the railroad has raised the rate to 12½ cents, which is exorbitant. Think the old rate should be restored at once. Hay is very low and at present rate railroads get nearly as much as the farmer, which is unjust. Hoping you will give this matter your earliest attention, I remain

Respectfully,

W. K. BONDREAU.

Matter was referred to Freight Traffic Manager Hauley, who replied that no tariff was in effect making a rate of 12 1-2 cents per 100 lbs. on hay between the points named, but that some time ago the Wabash Railroad company, in connection with the Q., O. & K. C. Co., did publish a rate of 12 1-2 cents as stated, and which was cancelled within a day or two afterwards. Mr. Bordreau was informed accordingly.

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August 3rd, 1898—The following was received:

Webb City, Mo., August 2, 1898.

James Harding, Esq., Secretary Board of Railroad Commissioners, Jefferson City, Missouri:

Dear Sir—The commercial freight agent of the L. & S. branch of the Missouri Pacific railroad has raised the rate on ice between this point and Lamar, and not

made any change between other points, and we have evidence that is a plain case of discrimination against us, in favor of Nevada. Please let us know promptly if a case of this nature would be under the control of the State Board of Railroad Commissioners.

Yours respectfully,

WEBB CITY ICE & STORAGE CO.  
L. O. WALKER, Superintendent.

And on August 11th the following was received:

Webb City, Mo., August 10, 1898.

Mr. James Harding, Secretary, Jefferson City Mo.:

Dear Sir—Yours of the 3rd was duly received, with information that the complaint we made against the Mo. Pac. agent, in raising the freight rate on ice, is within the jurisdiction of your Board, and we have been waiting to see if their general freight agent would not correct the matter, but he has failed to reply. Please inform us as to the proper action to be taken, and the probable expense, to bring it before the Board in the proper manner.

Yours respectfully,

WEBB CITY ICE AND STORAGE CO.

L. O. WALKER, Supt.

Letter was written Mr. Walker, August 12, informing him as to manner of procedure in making complaint, etc.

Nothing further was heard from him.

August 17—The following was received:

Butler Mo., August 16, 1898.

Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—M., K. & T. R. R. Co. charge a 4-cent rate on sand at Montrose, Appleton City and Rockville from Boonville and charge 3 cents at Nevada. Bear in mind the sand shipped to Nevada goes through our points above mentioned. Is there any relief from this, and if so, how shall we proceed?

Very truly,

LOGAN-MOORE-BOYD LUMBER CO.

Answered that charge as stated being a greater amount for the smaller distance was illegal, and that upon the filing of complaint in proper form, matter would be taken up with the Missouri, Kansas & Texas company for adjustment, but nothing further was received regarding the matter.

August 18, 1898—The following was received:

St. Louis, August 16, 1898.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—Today I inquired of the Chicago & Alton Railroad company's agent at this place the rate on household goods to Cuba, Crawford county, Mo. He informed me the rate in car loads was 11 cents over the C. & A. to St. Louis and 15 cents from St. Louis to Cuba over the "Frisco" line, and in small lots 47 cents to St. Louis and 52 cents from St. Louis to Cuba. I shall be pleased to have you explain to me why the rate from here to St. Louis, 150 miles, is only 11 cents in car loads and 15 cents over the "Frisco" from St. Louis to Cuba, about 90 miles, or in other words, why does a short haul over the "Frisco" cost more than a long haul over the C. & A.?

Yours truly,

STERLING P. MARTIN.

P. S.—I wish to move to Cuba, and the railroads ask me \$52 for a car, or 26 cents for 20,000 pounds.

Answered August 19 that the differences in the rates charged by the C. & A. and St. L. & S. F. R'y companies arises from the differences in conditions governing the operations of the roads, which are greatly in favor of the C. & A. Also that there is no joint tariff existing between the two lines, and local rates apply. There are also transfer charges at St. Louis which no doubt are included in aggregate charge.

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August 18—The following was received:

Garden City, Mo., Aug. 17, 1898.

To the Hon. Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sirs—On February 12th, 1898, I shipped a car of cattle from Sullivan, Mo., to this place, via the "Frisco" and the "Memphis" railways. Their published tariffs on this business from St. Louis to this place is 18¼ hundred weight. They charged me local rates through Nichols, Mo., making an overcharge, above what they would have charged had the business originated at St. Louis, of \$32.70. I paid the bill and made claim for the amount, claiming that they should apply the St. Louis rate, as Sullivan is intermediate between St. Louis and Garden City. The K. C., F. S. & M. are inclined to admit the claim, but the Frisco will not join them in making the rate.

I would like very much to have your opinion in the matter. Can two companies charge more for a short than a long haul? This, I think, is where the question hinges. Hoping to receive an early reply,

I am yours truly,

H. L. FERRELL.

Answered asking for further information regarding the matter.

August 21—Following reply was received:

Garden City, Mo., Aug. 20, 1898.

Mr. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have yours of the 19th, regarding an overcharge on stock from Sullivan, Mo., and which the railroad companies refuse to pay. I am glad to note that your decision coincides with my views. The claims amount to \$45.15; one car was from Lebanon, Mo., which is also intermediate between this place and St. Louis. They are handled under "Memphis" claim No. 10337 and Frisco No. 17085. Would it come under jurisdiction of your department to compel these companies to pay my money? I don't like to sue them, as the expense would be so great that I would be none ahead if I won. Please advise me in the matter.

Yours truly,

H. L. FERRELL.

Matter was referred to F. D. Russell and J. J. Fletcher, general freight agents, in letters August 30, 1899, and after some correspondence an adjustment was made as shown in following letters:

Kansas City, Mo., August 30, 1898.

Mr. James Harding, Secretary Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of your letter of the 27th instant in regard to complaint of alleged overcharge on live stock from Sullivan and Lebanon to Garden City, Mo., made by Mr. H. L. Ferrell of the last named point.

There were no through rates in effect between these points when the shipments in question moved, nor are there at the present time, and the local rates of the Frisco line up to Nichols and of this road to Nichols were applied. We understand this basis to be legitimate and proper and do not perceive the justice of the ground taken by Mr. Ferrell that because of the rate in effect from St. Louis to Garden City (said rate having been fixed by the direct lines and under conditions wholly dis-



similar from those surrounding the points of shipment of this stock) no higher charge should be made from intermediate stations on the Frisco.

As a matter of fact, without having specifically examined our records, I feel justified in saying that there has never been a carload of cattle shipped from St. Louis to Garden City via Frisco and this road.

Yours truly,

JAMES J. FLETCHER, T. M.

St. Louis, Mo., Sept. 2, 1898.

Mr. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to my letter of August 30th, and replying further to yours of the 27th ult., regarding claim on some shipments of live stock from Sullivan and Lebanon to Garden City via Nichols and K. C., F. S. & M., the shippers have a claim against our line on account of this movement, and I have today given instructions to our claim department as to settlement of this claim which will adjust the matter to the satisfaction of Mr. Ferrell.

Yours truly,

F. D. RUSSELL.

St. Louis, Mo., Sept. 2, 1898.

Mr. T. J. Hennessey, 608 Rialto Building, City:

Dear Sir—Referring to your conversation with me on the 31st ult., regarding complaint made by Mr. Ferrell, of Garden City, I have received claim papers from the K. C., F. S. & M., and in looking over them I find that the amount involved is very small, and further that the claimant has now acknowledged that the rate which he is demanding protection of was never quoted to him by either Frisco or K. C., F. S. & M.

The revenue which we receive will, I believe, enable us to dispose of this matter to the satisfaction of the claimant, thus saving ourselves and your Honorable Board any further annoyance on account of Mr. Ferrell's complaint to you.

I have passed the claim papers to our claim department today with instructions which will result in the matter being adjusted to the full satisfaction of Mr. Ferrell.

Regretting the trouble and annoyance to which you have been placed in this matter, and hoping the foregoing will prove entirely satisfactory, I am,

Yours truly,

F. D. RUSSELL.

### August 23, 1898—The following was received:

Willow Springs, Mo., Aug. 21, 1898.

To the Hon. Railroad Commissioners of Missouri:

Sirs—I hasten to report to your honorable body a case of outrageous extortion, as well as premeditated fraud, against myself, and I am informed is being done on all occasions.

I went to the office of the St. L., C. G. & Ft. Smith railroad at Cape Girardeau to ship my household goods to Hunter, the junction of said road with the Current River branch of the Memphis railroad, or to Willow Springs, on the main line.

The agent quoted me a rate of 50 cents a hundred pounds to Hunter, 95 miles, he saying household goods were first-class freight. I told him the rate was excessive. He then told me the rate to Willow Springs was 39 cents because it was a competing point, although 75 miles further. I then agreed for him to ship them to Willow Springs at 39 cents. I went on to Willow Springs, arranging with the agent to ship the goods two days after my departure, my wife to settle with the agent and he to give her a waybill of the goods. He shipped the goods as agreed, but arranged to have the freight paid at Willow Springs. He either intentionally or through neglect failed to give her the waybill of the goods with the rate 39 cents, as agreed on. So when I go for my goods I find a joint charge of \$1.04 cents a hundred pounds for hauling my goods 170 miles, instead of 39 cents, as I was told I would have to pay.

If you have any law for such cases I ask that it be put in force against such

robbers. If we have no way to protect us against such treatment, then I would like to know why the people are burdened with the expense of Railroad Commissioners.

Hoping you may take some action in the matter, I remain

Respectfully,

G. H. STITH.

Answered stating that matter would be taken up with officials of St. L., Cape G. & Ft. S. R'y.

August 26—The following was received:

Willow Springs, Mo., Aug. 24, 1898.

Gen. James Harding, Secretary Board Railroad Commissioners:

Dear Sir—I received your answer to my communication in regard to exorbitant charges of railroad on my household goods; I do not remember if I told you they were holding all my goods yet, such being the case, I offered to pay them as much as \$10 on the bill and they give up my cooking stove and chairs that we might cook our meals and have chairs to sit in, allowing them to hold the others, but they refused to let me have any part of my things. I will not be able to have them released before next Monday.

Respectfully,

GEO. H. STITH.

August 27—Letter was written E. F. Blomeyer, general freight agent, etc., Cape Girardeau, stating complaint of Mr. Stith, and requesting his prompt attention.

The following reply was received:

Cape Girardeau, Mo., Sept. 2, 1898.

Jas. Harding, Esq., Secretary State Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—With reference to yours of the 27th ult., concerning complaint of Mr. G. H. Stith, Willow Springs, of excessive charges on household goods, Cape Girardeau to Willow Springs, with return of your letter I send you copy of our waybill No. 155, August 17th, covering this shipment. I also attach expense bill from steamer Mayflower for the shipment and also attach statement from our agent at Cape Girardeau, which statement can be verified by clerk in his office or by affidavit. Mr. Stith entirely misunderstood our agent at Cape Girardeau. He stated that our rate from Cape Girardeau to Hunter was 50 cents per hundred pounds, but if goods were consigned to Willow Springs that we accepted as our proportion out of the through rate to Willow Springs 39 cents, at which rate we have charged for this shipment. The rate from Hunter to Willow Springs would be according to Current River local tariff No. 1250, 57 cents per hundred pounds for a distance of 76 miles. Our haul on this shipment was 94 miles and a charge of 39 cents we do not think excessive, neither would a charge of 50 cents for the same haul be out of line with other local rates in this State.

I hope that you fully understand this matter and that this explanation will be satisfactory to the Honorable Board of Commissioners.

Shall be glad to furnish any additional information or comply with any suggestion of the Commissioners.

Yours truly,

E. F. BLOMEYER, G. F. A.

The following was inclosed with Mr. Blomeyer's letter, being explanation by station agent at Cape Girardeau:

Cape Girardeau, Mo., August 30, 1898.

E. F. Blomeyer, Esq., G. F. A.:

Dear Sir—Herewith find copy of billing and transfer from boat on which Mr. Stith's goods were forwarded. As to his statement, it's in part true. He first asked the rate on household goods to Hunter, which I gave him (fifty cents). After disputing the probability of my quotation being correct, and stating what he knew about railroads, etc., he remarked he intended going to Willow Springs, but would not go if he had to pay such rates. I then informed him if he wanted to ship to

Willow Springs the rate would be 39 cents to Hunter and he plainly understood it. After some conversation as to what kind of a country our line passed through, etc., he seemed to be wondering where to pitch his tent, and asked to store his goods in warehouse until he went ahead. I told him our warehouse room was limited and could not well store his freight for him, and suggested that he leave it with the boat folks and arrange with them to forward, which he afterwards did. The goods came to us from boat and were forwarded as per their instructions at tariff rates. I receipted agent Mayflower for this shipment and could not have given any other party bill of lading if any had been asked for.

Respectfully yours,  
L. B. COCHRAN, Agent.

The copies of way-bills and expense bill were regular, and in accordance with statement made by Mr. Blomeyer, and it does not appear that any over-charge was made on shipment. Complainant notified accordingly.

November 11—The following was received.

Kansas City, Mo., Nov. 10, 1892.

Mr. James Harding, Secretary Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—Will you kindly inform us if it is true that the Statutes for Missouri provide that rate on furniture shall not exceed 22 cents for 275 miles? Any information you can furnish regarding this rate provision will be highly appreciated. Thanking you in advance, we remain

Yours truly,  
ABERNATHY FURNITURE CO.

Answered, stating that statute rate on furniture in car loads was as stated in foregoing letter.

November 12—The following was received:

Kansas City, Mo., Nov. 11, 1893.

Mr. James Harding, Secretary Missouri Board Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Kindly refer to page 533 of your 13th Annual Report and advise what you understand is covered by clause providing for application of Class I on shipments of furniture.

Under the present basis all classes of furniture can be moved under commodity rates applicable within this State, on a basis of two cents less than Class A, which has the effect of injuring our jobbing business no little on account of mixed loading by Eastern manufacturers.

What I desire, particularly, is to ascertain whether the ruling as referred to was intended to cover all classes of furniture or to apply only on articles classified in the Western classification under the head of Class A. If the latter ruling was made it would seem to me all dealers would be sufficiently protected and a whole shipment of all classes of furniture could not be loaded in the same car as is now possible.

You will note from published tariffs that the commodity rates on agricultural implements between Mississippi river points, Chicago and the Missouri river, do not apply on all such articles, but only those classified under the head of agricultural implements as Class A. Would not the same construction of the ruling, so far as applied to furniture, be proper?

Yours very truly,  
W. P. TRICKETT.

Answered that furniture in car loads was placed in class "I" by law, and the rates established by law apply to furniture, regardless

of quality, so that statute maximum will apply to furniture of any class in car loads transported over any railroad in Missouri, the same rule applying to agricultural implements and wagons in car loads. Western classification does not govern in Missouri when in conflict with state classification.

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November 23—The following was received:

Unionville, Mo., Nov. 22, 1898.

Jas. Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—We have been purchasing envelopes in Boston for the past few years and having them shipped via East St. Louis. The Burlington route charge, as their proportion of through rate, 34 cents per 100 pounds. But now that we are buying our envelopes in St. Louis they charge us 60 cents per hundred on the same envelopes.

Is there any law whereby we can compel the Burlington route to haul these envelopes at the same price they do when we purchase in the East? This is clearly a discrimination of 26 cents per hundred in favor of Eastern markets. Is there any law in regard to long and short hauls that will allow the railroad company to make this discrimination?

Please give us what information you can in reference to this subject.

Yours very truly,

MONROE DRUG CO.,  
Per J. HUGH ELSON.

Answered that the Burlington charge of 34 cents per 100 lbs., as stated, is their proportion of the rate through from Boston. The charge of 60 cents per 100 lbs. from St. Louis is their local first-class rate. Envelopes are first-class freight. The distance being 282 miles by shortest Burlington route, the rate of 60 cents per 100 lbs. on less than car loads is not considered unreasonable by the Commissioners. The longer the distance the lower the average charge per mile, otherwise charges on long hauls would be prohibitory. No doubt the local charge on envelopes for distances 282 miles from Boston is quite as high as the Burlington local charge for same distance, and complaint might be made that the Western buyer was favored because his rate per mile was lower than that paid by the Eastern man. The Commissioners could see no grounds for a reduction in rate.

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January 26, 1899—The following was received:

Jacksonville, Mo., Nov. 25, 1898.

Mr. — Flory, Railroad and Warehouse Commissioner:

Dear Sir—I wish to call your attention to ruling of the Wabash Railroad company in regard to tariff on mixed cars of stock; for instance, in enclosed expense bill they have charged me cattle rates and cattle minimums also, when I did not ship cattle at all, but hogs and sheep. Their custom heretofore has been the highest rate and highest minimum; this I expect, but I think their present mode is arbitrary and exorbitant. Please look in this matter and if they have done wrong I want them corrected and my money returned (that is, the difference). I am a regular shipper from Excello, Macon and Jacksonville and Cairo. I have asked the agents here and

they have no instructions to this effect. Do not seem to know how live-stock agent at St. Louis get the authority to make the charges. Hoping to hear from you on the subject soon, I remain

Yours truly, etc.,

AUBREY CARTER.

(Letter was accidentally mislaid and not found until January 26.)

Answered, stating that the law fixes 24,000 lbs. as a minimum car load of live-stock in a car 30 feet in length, and more or less than 24,000 lbs. in proportion as car may be more or less than 30 feet long. For a load of 19,000 lbs. a charge aggregating the same as for a load of 24,000 lbs. would be legal. The law makes no distinction regarding the kind of stock constituting a car load, or as to rates applying on stock of different kinds; so a car load, no matter of what kinds of stock, takes "live-stock rates." The rate charged in case presented was \$25.65, being \$9.35 less than statute rate.

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December 12—The following was received:

Gallatin, Mo., Dec. 10, 1898.

State Railroad and Warehouse Commissioners:

Gentlemen—On Nov. 25, 1898, we shipped one car coal from Numa, Iowa, and the Rock Island raised our rate from 75 cents to \$1.00 per ton, and at the time of shipment they were hauling coal to St. Joseph for 75 cents per ton. We wrote Mr. Day, freight agent, calling his attention to the fact that our rate should be the same as St. Joe. They held our freight bill until Dec. 9, and then collected the \$1.00 per ton rate. Now we think they should be brought to time, and which would be the best way for us to come at them? Shall we send the freight bill to you or take action here, and how will we come at it? Please advise us and send us one of your late laws on the matter.

Yours truly,

CLINE & CLINE.

Answered that the traffic in this case being interstate, was beyond the jurisdiction of the Commissioners. The matter could be carried to the Interstate Commerce Commission, on complaint filed, and should it be so desired the Commission would file it for hearing.

Nothing further was heard regarding this matter.

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December 13, 1898—The following was received:

Unionville, Mo., Dec. 12, 1898.

Jas Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—We wish to know if the Burlington officials have a right to change the rate on through shipments from the East. For example, we receive boxes from Orange, N. J., the through rate of which is \$1.21, and when these goods arrived in St. Louis the Burlington people, instead of billing them out at the proportion of their through rate, 34 cents, make the correct charge for back charges, but make a charge of 60 cents per thousand for hauling them from St. Louis to Unionville, which is their first-class rate.

According to the Interstate Commerce law, are they not compelled to carry this shipment to us at their proportion of through rate?

Please give us what information you can in reference to this matter and let us hear from you at once.

Yours very truly,

MONROE DRUG CO.

Per J. HUGH ELSON.

Answered that goods being shipped from Orange, N. J., through to Unionville on a specified rate, the drug company could not be compelled to pay more than that rate and the company receiving the shipment at Orange, giving the through rate, is responsible for the delivery of the freight at rate specified. Or if the shipment was made in accordance with arrangement by any authorized agent of the Burlington company, that company is bound to carry out the terms of the agreement.

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January 3, 1899—The following was received:

Windsor, Mo., Jan. 2, 1899.

State Board of Railroad Commissioners:

Gentlemen—Is it legal for this road to give to the feeders a lower rate on corn than they give us when we are shipping corn to supply the feeders? Please let us hear from you.

Yours respectfully,  
J. F. SISSON.

Answered that corn shipped for feeding purposes (the shipment being of the same character as a milling in transit rate) should take the same rate, whether shipped to supply the feeders, or by the feeders themselves, the object in either case being the same.

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January 29, 1899—The following was received:

Flat River, Mo., Jan. 28, 1899.

The Hon. Railway Commissioners of Missouri, Jefferson City, Mo.:

Dear Sirs—As you will see by the enclosed papers I shipped from Jefferson City to this place a car-load of mixed goods weighed there and billed 9,260 pounds. Freight over Missouri Pacific system was as per charges on bill and from Riverside to this place over the M. R. & B. T. railway is as per bill. They charge us with 10,352 pounds when it was billed out at 9,260 pounds. Now, what I wish you would do is to investigate and see, first, why the Missouri Pacific Railway company would not let me have car at specific price per car and if the charges are not excessive, on both roads, and particularly so on the M. R. & B. T. railroad.

I feel that I have been imposed on in this matter and would feel under many obligations to you if you would investigate this matter for me and right it.

Yours most respectfully,  
A. J. NORWINE.

Answered that charges made by the Missouri Pacific railway were in accordance with tariff. It would have been better to have taken a car at Jefferson City on through joint rate if car could have been had. The St. L., I. M. & S. R'y has a joint tariff arrangement with the Mississippi River & Bonne Terre railway, but the Missouri Pacific has not. But no more could be charged for less than car-load lot than for a car load.

Matter was referred to J. Burns, general freight agent Mississippi River & Bonne Terre railway, January 31, 1899, and on February 3, the following was received in reply:

Bonne Terre, Mo., Feb. 2, 1899.

General James Harding, Secretary State Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of your favor January 31st, with reference to complaint of Mr. A. J. Norwine, of Flat River, Mo., of exorbitant freight rates charged him on a lot of sundries shipped him from Jefferson City to Flat River, Mo., via Missouri Pacific and M. R. & B. T. railways. I have the following to offer in reply:

First—With reference to the weight, the notations on the billing, copy of which is attached, would indicate that the agent at Jefferson City did not correctly weigh the shipment; therefore, added the notation at the bottom of the billing “weigh and correct.” In consequence thereof, when the shipment arrived at St. Louis and was run over the platform, it was properly scaled and the weight raised to 10,460 pounds instead of 10,352 pounds, as stated by Mr. Norwine.

Second—As to the rates Mr. Norwine claims as charged, I beg to advise the Honorable Board that the \$58.91 represents the Missouri Pacific railway's charges from Jefferson City to St. Louis, and not from Jefferson City to Riverside, as claimed by Mr. Norwine.

Third—The amount of \$54.08 represents the freight charges over the Iron Mountain railway and the M. R. & B. T. railway, from St. Louis to Flat River, which, you will note, does not correspond with Mr. Norwine's statement to the effect that it represents only the M. R. & B. T. railway's proportion from Riverside to Flat River.

Articles.	Weight...	Rate .....	Freight...	Charges..	Total.....
50 cases boots and shoes.....	.....	.....	.....	.....	.....
37 cases dry goods.....	.....	.....	.....	.....	.....
7 cases Ph. fans.....	.....	.....	.....	.....	.....
2 counters, 1 thread case.....	.....	.....	.....	.....	.....
2 step-ladders, 2 rolls oil cloth.....	.....	.....	.....	.....	.....
1 foot-stool.....	.....	.....	.....	.....	.....
1 sign board.....	8,980	48	\$43 10	\$44 90	.....
1 barrel nails.....	40	35	14	15	.....
3 tables.....	150	96	1 44	1 88	.....
1 button machine.....	160	72	1 15	1 20	.....
1 counter, 16 feet .....	880	72	6 34	8 80	.....
rolls wrapping paper.....	60	30	18	18	.....
1 show-case boxed.....	180	96	1 73	1 80	.....
	10,990	.....	.....	.....	\$112 90

Consignor: A. J. N.

Received payment for the company.

A. WULFERT, Agent.

Fourth—Taking the itemized list of articles billed, as per copy of waybill attached, I find that they are correctly classified in accordance with the Western classification, and have been verified by our auditor's office.

The 50 cases boots and shoes; 37 cases dry goods; 1 case fans; 2 counters; 1 thread case; 2 step ladders; 2 bundles oil cloth; 1 foot stool, and 1 sign board, weight 8,980 pounds; takes a first-class rate of 48c per cwt., or a total from St. Louis to Flat River, of.....	\$43 10	
Charges from Jefferson City to St. Louis amounted to.....		\$44 90
The box of nails weighing 40 pounds took second-class rate of 35c per cwt., St. Louis to Flat River.....	14	
Jefferson City to St. Louis.....		15
Two (2) tables, 150 pounds, double first-class rate, 96c per cwt., equals St. Louis to Flat River.....	1 44	
Jefferson City to St. Louis.....		1 88
One (1) button machine, 160 pounds, took 1½ times first-class rate, or 72c per cwt., making rate St. Louis to Flat River.....	1 15	
Jefferson City to St. Louis.....		1 20
One (1) counter, 880 pounds, 1½ times first-class rate, or 72c per cwt. St. Louis to Flat River.....	6 34	
Jefferson City to St. Louis.....		6 80
Four (4) rolls wrapping paper, 60 pounds, took third-class rate, or 30c per cwt., equals St. Louis to Flat River.....	18	
Jefferson City to St. Louis.....		18
One (1) show-case boxed, 180 pounds, double first-class rate, or 96c per cwt., equals St. Louis to Flat River.....	1 73	
Jefferson City to St. Louis.....		1 80
Totals.....	\$54 08	\$58 91

This, you will note, makes a total from St. Louis to Flat River of \$54.08, and Jefferson City to St. Louis, 58.91, said freight being billed in accordance with joint freight tariff M. R. & B. T. No. 28, M. R. & B. T. I. C. C. No. 28; Mo. Pac. No. 3341, Mo. Pac. I. C. C. No. 2739, copy of which is herewith enclosed and on file with agent at Flat River.

I have this day written to Mr. J. S. Tustin, freight claim agent, Mo. Pac. Ry., asking him if they arrived at the total weight of 10,450 pounds at correct scaling, and will advise you as soon as I hear from him. Beg to assure you that if there is any overcharge account of weights, we will see that Mr. Norwine's claim receives prompt attention, if presented.

I will let you hear from me again on this matter as soon as I hear from Mr. Tustin, of the Mo. Pac. Ry.

Yours truly,

J. BURNS, Genl. Supt.

February 21 1899—The following was written Mr. Norwine:

"The Commissioners have carefully considered the matter of your claim for overcharges on shipment of goods from Jefferson City to Flat River. Investigation of the matter shows that the classification of the different articles, and the rates charged for their transportation are in accordance with classification and rate tariffs filed here and in force. There is a difference of 80 pounds in weight shown between the shipping bill and expense bill, you being charged on 80 pounds more than actual weight, the discrepancy being in first-class freight, the overcharge being 75 cents, to the repayment of which you are entitled. Examination of the original paper shows that you mistook the number of the car in which the goods were shipped for the weight of the goods. The rate made in lower corner of Missouri Pa-



cific shipping receipt is 9260, I. M., meaning Iron Mountain car No. 9260. The weight as shown on same receipt is 10,270 pounds. The Missouri Pacific agent here states that goods were carefully weighed on correct scales, and the Commission decide that the charges properly apply on that weight. They will approve the adjustment of the matter upon this basis, and Mr. Burns, general freight agent, will be notified accordingly."

February 5, 1899—The following was received:

St. Louis, Mo., Feb. 4, 1899.

Hon. James Harding, Secy., Mo. R. R. and Warehouse Com., Jefferson City, Mo.:

Dear Sir—We would like to obtain a ruling from the Commission as to the proper rates to apply between points in Missouri on shipments of squared walnut logs. Mention is not made of this commodity under Missouri Statute rates, and it is desired to apply the walnut lumber basis, which is 3 cents per 100 pounds above soft lumber rate. These logs are squared for the purpose of exporting, and are more valuable than ordinary logs, and it would seem could stand a higher rate.

I will appreciate an early reply.

Very respectfully,

D. O. IVES.

Examination shows rates on squared walnut logs, as filed in this office by Missouri Pacific and other lines, to be 3 to 3 1-2 cents per 100 higher than rates quoted for lumber rate, and same as walnut lumber rate. The Board has had two complaints from shippers of walnut logs, the complaint being that walnut lumber rate was charged on culled walnut logs. Both parties complaining of the rates charged on culls stated that there was no objection to hard lumber rates on squared export logs, their value warranting rate higher than culls.

February 22, 1899—Letter was written Mr. Ives stating that walnut lumber rates apply on export logs (walnut) on several lines in Missouri. In two cases heard by the Commissioners regarding rates on "culled" walnut logs, it was shown that export logs by reason of their greater value could properly take walnut lumber rates, and shippers agreed that this rate applied to export logs was reasonable.

Mr. Ives was notified that his tariff applying walnut lumber rates to squared or export walnut logs would be approved by the Commissioners.

February 25—The following was received :

St. Louis, Mo., Feb. 24, 1899.

Hon. James Harding, Secy. State of Mo. R. R. and Warehouse Department, Jefferson City, Mo.:

Dear Sir—I have your favor of February 23rd, which authorizes the application of walnut lumber rates on squared or export walnut logs. We desire now to ascertain the proper rates to apply on walnut lumber moving under Missouri Statute rates. It is customary on interstate business and also on business moved locally in other states, to apply 3 cents per 100 pounds above soft lumber rates on walnut lumber,

and this rule, if used under Missouri Statute rates, would make the proper rate to apply on squared walnut logs 3 cents above soft lumber rates, and which rate it is desired to apply.

Will you kindly favor me with a ruling on this point at an early date, and very much oblige?

Very respectfully,

D. O. IVES.

February 25, 1899—Letter was written Mr. Ives informing him that the Commissioners would approve his tariff, applying walnut, cherry or butternut lumber and export walnut logs in car loads, making rate 3 cents per 100 lbs. higher than rates on soft lumber now in force on the Burlington lines in Missouri.

February 10, 1899—A letter was received from G. W. Duckworth of Lock Springs, Mo., complaining of rate charged him on wood shipped from points on Wabash railroad to Omaha via Omaha & St. Louis railroad. For some years a joint tariff rate had been in force over the two lines named, but had recently been withdrawn, and local tariff rates substituted. The application of the local rates made it impossible to ship wood to Omaha with profit.

The matter was referred to officials of the Wabash and Omaha & St. Louis railroads. The tariff being interstate, the Commissioners had no jurisdiction, but it was thought probable an adjustment might be effected.

February 23, 1899—In a letter received from J. A. Homley, freight traffic manager O. & St. L. R. R., he states: "We are arranging with the Wabash for joint through tariff on wood from points on the Wabash to Council Bluff, and will send you copy of same as soon as issued."

Mr. Duckworth was informed of action taken. Nothing further was heard from him concerning the matter.

March 9, 1899—The following was received:

Perryville, Mo., March 8, 1899.

Mr. Jos. Flory, R. R. Commissioner, St. Louis, Mo.:

Dear Sir—We beg to address you in regard to rates charged by the Chester, Perryville, St. G. & F. R. R., a line running from Clearyville, on the Mississippi, to Perryville.

The above road has a warehouse or depot at the river terminus to receive and discharge freight to connecting steamboat lines, and add a rate for thus receiving and discharging in addition to their regular published rates.

Can this be done; if so, is the rate not governed by the action of yourself?

As an example, the published rate on wheat from Perryville to Clearyville is 4 cents per 100 pounds in car-loads. Steamboats call at their freight warehouse and

load wheat direct from the cars with the boat's crew and railroad charges an additional 2 cents per 100 pounds for wheat passing through their warehouse.

You will oblige us very much by favoring us with a prompt reply. In the meantime we beg to remain,

Yours very truly,

THE BROWN-FAHERTY CO.

Answered that if railroad company was charging 2 cents per 100 lbs. in addition to regular tariff an injustice was being done complainant. If grain was stored in warehouse a reasonable storage charge would be proper, or if left in cars, the railroad company would be entitled to a demurrage charge of \$1 per car per day, commencing 24 hours after notification of delivery. Also that if complainants would forward freight bills and make specific statement, matter would be taken up with railroad company at once. Nothing further was heard regarding the matter.

March 11, 1899—The following was received:

St. Joseph, Mo., March 11, 1899.

Missouri State R. R. and Warehouse Commission, Jefferson City, Mo.:

To Your Honorable Body—I would like some information from you as to charges on grain that are being made at the present time by roads out of Kansas City, by roads to interior points between Kansas City and St. Louis. For instance, I understand that the Wabash are hauling corn on an open rate from Kansas City to St. Louis, for 5 cents per cwt. I have some feeders on the main line of that road, also on the branches of that road, whom I have been supplying with corn, and the road asks me to pay 7 cents from Kansas City, and have announced that they will not haul it for any less.

According to my understanding of the law now existing, they would not be allowed to charge more for a long haul than for an intermediate haul.

Will you please give me any information you can on this line. If I ship corn to interior points can I force them to accept rates which they publish to points beyond, or will your Honorable Body force them to do so?

A prompt reply to this would be thankfully received.

Yours truly,

T. P. GORDON.

Answered that there was nothing on file in Commissioners' office showing the rate of 5 cents per 100 lbs. on corn, Kansas City to St. Louis, but that it was probable the rate named was the proportional rate on corn coming from points beyond Kansas City destined to St. Louis. If shipments originate at Kansas City a rate on same to St. Louis, lower than at the same time, were charged for similar shipments to intermediate points, would be in violation of law.

March 24, 1899—The following was received:

St. Joseph, Mo., March 23, 1899.

James Harding, Secy., Jefferson City, Mo.:

Dear Sir—Your letter of the 13th received and contents carefully noted. I do not think you understand me exactly, or mayhap I do not understand you.

Corn billed to me from points on the G. I. to St. Joe, or to Kansas City, will be taken forward to St. Louis by the Wabash at 5 cents per cwt., and they have agreed to take it at that, and are doing so.

Corn from the very same points, billed in the very same way, they refuse to take to intermediate points at less than 7 cent per cwt., and they are making me pay 7 cents per cwt. For a while they took it at 5 cents, same as the river rate; but they are now charging 7 cents per cwt., and, if I understand the law properly, it seems to me that this is contrary to the law.

Again, corn billed from points on the G. I. in Nebraska or Kansas to St. Louis by way of the Wabash, is taken by the Wabash at 5 cents per cwt. from Kansas City.

Corn billed from the same point through to local points in Missouri on the Wabash is taken at 7 cents, and they refuse to take it for any less.

Now I want to know whether they can be forced to refund this excess charge on the grain they have taken lately, and whether or not they are violating the law in so charging on intermediate points.

An early reply will be thankfully received.

Yours truly,

T. P. GORDON.

Matter was referred to S. B. Knight, general freight agent Wabash railroad, who replied as follows:

St. Louis, March 23, 1899.

Mr. James Harding, Secretary Missouri Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Replying to your letter of March 24th, relative to complaint made by Mr. T. P. Gordon, of St. Joseph, Missouri, beg to advise that the statement made by Mr. Gordon that we were making a five cent rate from St. Joseph to points intermediate to St. Louis, and that we are now charging seven cents, is incorrect. We have never made a five cent rate, and are not now making a seven cent rate. The proportional rate of seven cents has been canceled from all Missouri river points except Kansas City. In addition to this, we have no through rates with the St. J. & G. I. R'y at all, they having been canceled about February 23th.

The rate from Kansas City is a proportional rate on business from beyond and is applied principally on export traffic to enable the across-Missouri roads to work out some of this export business in competition with the Gulf lines. It has no competitive bearing or effect upon local conditions. If it were to be applied locally in Missouri, the rate would have to be abandoned entirely, thereby depriving the Missouri lines of slight revenue and Missouri laborers of employment.

Yours truly,

S. B. KNIGHT.

Complainant was informed as to reply of Mr. Knight and nothing further was heard from him regarding the rate complained of.

Complaints having been filed with the Commissioners by shippers of live-stock at Rolla and other points in Phelps county, through Hon. F. A. Shineman, of rates charged by the St. Louis & San Francisco railroad on live-stock to St. Louis, the Commissioners had a conference with Mr. F. D. Russell, general freight agent, in regard to the matter.

March 19, 1899—The following was received:

St. Louis, March 18, 1899.

Hon. Jos. Flory, Chairman Board of Railroad Commissioners, Jefferson City, Mo.:

My Dear Sir—Referring to your recent visit here and the discussion that ensued between yourself, General Solicitor Parker, and the writer with reference to complaints that have been filed with your Honorable Board by certain Rolla live-stock shippers, alleging excessive charges on their stock as compared with shipments via other lines for the same relative distance, I beg to state that I have gone into this matter very carefully and find that in comparing the rates on live-stock from Rolla

to St. Louis with the rates in effect by other Missouri lines, for a similar distance, our rates are less than the rates provided by the Missouri statutes.

The statute provides for a rate of \$27.00 per car on live-stock of all kinds, and While the Wabash does not have to meet Missouri river competition at a point 111 miles it will be found that on other classes of stock, based on cars of standard length, the rates are as follows:

Cattle.....	\$24 22
Hogs.....	24 00
Sheep.....	20 00

The rates being assessed on basis of the rate per hundred pounds, published in our tariff, with minimum of 19,000 pounds on cattle, 15,000 pounds on hogs and 10,000 pounds on sheep. Where longer cars are used the minimum weight on which charges are assessed is based proportionately, but the maximum charge made on cars of any length is the rate provided for by the statute.

The distance from Rolla to St. Louis is 111 miles. While it is true that the rates of the Missouri Pacific & Iron Mountain for a similar distance are somewhat less than the rates applying via Frisco Line, it must be borne in mind as regards the rates of the Missouri Pacific from a point the same distance that Rolla is from St. Louis that the Missouri Pacific comes in competition with the Missouri River, and the same conditions apply on the Iron Mountain, by reason of Mississippi river competition. While the Wabash does not have to meet Missouri river competition at a point 111 miles from St. Louis, its rates are held down by reason of rates in effect on the Alton road from Jefferson City, which in turn hold down the rates from Mexico and prevent the application of any higher basis of rates.

In addition to this, it must be taken into consideration that all three of the lines named operate through a level country, without any grades to speak of; and that they traverse a thickly populated section; while between St. Louis and Rolla the Frisco Line has several very heavy grades to overcome and runs through a very sparsely settled country, making our cost of operation very much in excess of that of the other lines. On certain grades in the vicinity of Rolla the Frisco line is compelled to use two locomotives in order to handle an ordinary train and the same condition does not obtain on any other line in Missouri.

We do not believe that it will be contended that the rates at present in effect are of themselves unreasonable, particularly when it is considered that in addition to the service furnished in transporting the cattle an attendant is passed free and return transportation on passenger trains is also furnished to the parties in charge of the stock.

In this respect Missouri live-stock shippers receive greater consideration than those of any of the neighboring states, as, among other advantages accorded them we furnish return transportation account of one car of stock when the shipment is made to the National Stock Yards, Illinois, (the same as when the shipment is destined to St. Louis proper) notwithstanding there is no legal requirement to do so. This in itself will show to your Honorable Board our desire to foster and encourage the movement of live-stock from our local territory and to give to the shippers the same advantages as are accorded to shippers in strictly competitive territory.

There is another fact which should be considered by the Commission in comparing our rates with the statute rates, viz.: that in addition to the freight which the statute permits us to charge to St. Louis, there is a switching charge of \$3.00 per car to the Union Stock Yards, St. Louis, and \$4.00 per car to the National Stock Yards, Illinois, which we are obliged to pay and would be authorized to add to the statutory tariff rate. In case of sheep shipped in two cars, as we are required to do under the statute, this switching charge becomes \$6.00 to the Union Yards and \$8.00 to the National Yards.

Calling attention to the list submitted by the Commission, it will be noted that each of these shipments, with possibly one exception, is an interstate shipment, over which this Commission has no jurisdiction.

The Commission is seemingly under the impression that our rates to the National Stock Yards, Illinois, and the Union Stock Yards, St. Louis, Mo., are the same. This is, however, not the case, as we are obliged to pay an arbitrary to the Bridge Company of \$4.00 per car.

You will find by adding the switching charge on these seventeen cars that our freight on them is \$77.00 less than we are permitted to charge under the statute; and we, therefore, do not feel that under all the circumstances our present rates on shipments of stock from Rolla and vicinity are in any way excessive.

Appreciating, however, the importance of according our live-stock shippers equal advantages with those given to shippers similarly situated on other roads and assuring you of our earnest desire to co-operate with your Honorable Board in every way to this end, I will take this question up with Vice-President and General Manager Yoakum on his return to the city with a view to a further consideration of the matter, after which I will confer with you again.

Yours truly,

F. D. RUSSELL.

And April 2—The following was received:

St. Louis, Mo., April 1, 1899.

Hon. Jos. Flory, Chairman Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—With further reference to live-stock rates charged by this company from Rolla to St. Louis and the correspondence that has passed between our respective offices, I beg to state that this matter has been delayed somewhat owing to the absence of Vice-President and General Manager Yocum. On his return to the city, the entire subject was gone over and we have reached the conclusion that with a view to encouraging live-stock shipments from Rolla, we would make a reduction in the present figures, bringing them more nearly in line with those in effect on the Wabash road than they are at present. Bearing in mind the cost of moving live-stock on our line as compared with the cost of moving it on the Wabash, we do not believe that the conditions warrant us in making precisely the same figures, but we believe it would be eminently satisfactory to all parties interested if we adopt the following scale of rates in lieu of those at present in effect:

Cattle, 12 cents per hundred; hogs, 13 cents per hundred; sheep, 17 cents per hundred.

On cattle this will represent a reduction of about \$1.50 per car; on hogs the figure which we propose to adopt will be precisely the same as in effect on the Wabash, and on sheep the reduction will be 3 cents per hundred pounds, or \$3.00 per car.

We trust that this action on our part will be entirely satisfactory to all parties interested.

Yours truly,

F. D. RUSSELL.

Adjustment was made on basis proposed in foregoing letter, and was satisfactory to complainants.

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March 24, 1899—The following was received:

Rockville, Mo., March 23, 1899.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sirs—We are anxious to ascertain through your office the following: We intend to ship within a few days from Rockville, Mo., to Sarcoxie, Mo., a general stock of merchandise and household goods. Rockville is on the M., K. & T. road and Sarcoxie on the Frisco. The M., K. & T. road could ship via Clinton, Mo., or Oswego, Kan. Are we entitled to lower rates than the regular rates or local rates? The aggregate weight will be 20,000 pounds and over, or have we got the right to charter a car and load it with goods named and receive the benefit of rates in car-load lots? We believe the railroad company does not give us the low rates due us, hence our request and trouble to your office. Kindly give us the desired information and greatly oblige

Yours truly,

S. HOFFMAN & CO.,

Answered that the Missouri, Kansas & Texas and St. Louis & San Francisco railroad have no joint tariff agreement applying between local points, and without any previous arrangement made by shipper, each road would charge its own local rate. It was likely that an arrangement for a through rate could be made on a specified minimum car load between the points named on application to M. K. & T. agent at Rockville.

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March 27, 1899—The following was received:

Interstate Commerce Committee:

Urich, Mo., March 25, 1899.

Gents—I am desirous of shipping some hay in car lots, Urich, Mo., to Boonville, Mo. The railroad ask me same as St. Louis rate, viz: 15 cents per hundred. I am inclined to believe that the Missouri Statutes will name me a much less rate than 15 cents. I beg your co-operation in the matter and will ask you upon what basis I can figure. The distance, Urich to Clinton, Mo., over the K. C., C. & S. railway, is 14 miles, dropping fractions, and Clinton to Boonville, Mo., 74 miles. Will statute aggregate this mileage? If not, will you give me the statute on each distance named separately. Your early reply will be thankfully received.

Yours truly,

GEO. SIMPSON.

Answered that there was no statute rate on hay, it not being included in either of the classes specified. Western classification places hay in bales in class "E." Railroads make special tariffs applying on hay. The M., K. & T. R. R. does not specify hay in its local tariff. The rate on hay, Urich to Clinton, 16 miles, is 5 cents per 100 lbs. Class "E" rate on M., K. & T., Clinton to Boonville, 77 miles, is 6 3-4 cents per 100 lbs; total of the two locals being 11 3-4 cents per 100 lbs. There would also be a switching charge at Clinton. It might be that the K. C. C. & S. R'y would not allow its cars to go beyond Clinton, in which case there would be a charge for transfer instead of a switching charge. Railroads under our law cannot be compelled to make joint tariffs, or to furnish cars for shipments beyond their own lines. They do both, however, upon agreement.

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April 4, 1899—The following letter was written:

Jefferson City, Mo., April 4, 1899.

Mr. E. F. Blomeyer, G. F. A., etc., Cape Girardeau, Mo.:

Dear Sir—Mr. W. S. Clubb, of Puxico, under date of March 30th, complains that he is discriminated against by the St. L., C. G. & Ft. Smith railway in the matter of live-stock shipments. He states, "one man shipping from here gets cars when he orders them and if the freight train does not run to suit him he asks them to take his stock with the passenger train, and they take it. The first of this month we lost \$100 worth of hogs by being unable to get a car when we ordered it. Yesterday we shipped again. Their regular freight train going east leaves here at 10:30 o'clock when on time, but on this trip went out at eight and left the stock. I asked their superintendent to take them with the passenger in the evening. He spoke insultingly to me and refused.

and sent the stock the way I did not want it to go, which puts the stock in St. Louis later and at cost of \$13.00 more. They also gave the other man permission to ride home on the return, on the freight train which gets him home one day earlier, saving a lay-over and hotel bill at Williamsville, and bitterly refuse me the same privilege. I want fair treatment, on an equality with other shippers."

The Commissioners request that you give this matter your attention, with such explanation as you may find proper.

Very respectfully,

JAMES HARDING, Secretary.

The following were received in reply:

Cape Girardeau, Mo., April 24, 1899.

James Harding, Esq., Secretary State Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Returning all papers with reference to complaint of W. S. Clubb, Puxico, Mo., as to discrimination in shipping facilities, please note statement of our superintendent attached giving full explanation of the circumstances governing this particular case.

We shall be very glad if the Honorable Commission so elects to have testimony taken with reference to the case.

Reply to your letter has been delayed on account of my sickness and absence from office for several weeks.

Yours truly,

E. F. BLOMEYER, G. F. A.

Cape Girardeau, Mo., April 8, 1899.

Mr. E. F. Blomeyer, Auditor, City:

Dear Sir—Reference to attached letter of complaint, I have to say that Mr. Clubb is not discriminated against in any way. The particular instance he mentions when we refused to handle his stock on passenger train was at a time when the empty car was not set at stock pen, and to handle it on No. 6 it would have been necessary to switch out the car, place it at pen, wait for it to be loaded and then switch it out, which would have taken 30 to 50 minutes at the least. We have never held a passenger train for any shipper to load a car of stock, but have moved some loads that were ready. We would move one man's stock on passenger train just as readily as another if the circumstances require it.

I do not consider that I spoke insultingly to him in the case he mentions.

As to his competitor having a permit to ride home on freight train, have to say that the permit was issued by order of the receiver and should the receiver so instruct we would gladly give Mr. Clubb the same privilege.

In explanation would say that we have to order all empty stock cars for St. Louis shipments from the I. M. & S. We do not have the name of the shippers and all orders are placed as received and are filled as we get the cars. Then when our freight trains are unusually late or for any reason a delay to stock would otherwise occur we move it in train No. 6, but we do not hold the train for it to be loaded.

If Mr. Clubb feels he has not been fairly treated I am sure it is from a combination of circumstances and not from discrimination.

Yours truly,

E. W. COVER, Superintendent.

April 20, 1899—The following was received. Nothing further has been heard concerning the matter:

Puxico, Mo., April 19, 1899.

Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I am in receipt of your letter and note what you say in regard to a trial at this place. I can prove the charges against the road, but as it is to sell soon, I am willing to wait and let the matter rest until after that time.

Respectfully,

W. S. CLUBB.



April 17—The following was received:

Wm. E. McCully, Jefferson City, Mo.:

Richmond, Mo., April 16, 1899.

Dear Sir—The Wabash and Santa Fe men have been overcharging me for a long time.

I will tell you—perhaps they may tell you—the reason why they charge me so much is through fear of breakage of casting. I have shipped stove repairs over the Wabash and Santa Fe for ten years and four months. The breakage has been so little I never made complaint to the railroad companies. The loss to me by breakage would not exceed 50 cents. I should have sent in those papers if I had not overlooked them.

There are several expense bills I have lost, or I would have a great deal more complaints. You will see at some times they charge me 27 cents per one hundred, at other times, 45 cents per one hundred, all boxed or barreled the same way. I am sending to St. Louis today for another order for casting; perhaps I will have another one to send you.

Yours respectfully,

JNO. T. WRIGHT.

Answered that the joint tariff as filed by the Wabash and A., T. & S. F. companies shows rate of 45 cents per 100 lbs. on castings in less than car-load lots, which is rate as charged in expense bills accompanying letter, except in case of one bill, where charge is 25 cents on box weighing 90 lbs., and nearly one-half less than regular rate. Rates being, except as stated in accordance with regular tariff, and the exception being lower than tariff, the Commissioners see no just cause for complaint. There may be a difference in classification of articles shipped, but nothing of the kind is found on file.

Following was received in explanation:

Chicago, Ill., April 21, 1899.

Mr. Jas. Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Referring to my letter April 10th in reply to yours 4th instant. On investigation I find that this shipment has been properly charged. The tariff in question provides for a minimum charge of 50 cents from East St. Louis to Richmond. This has been divided—10 cents to St. Louis and 40 cents St. Louis to Richmond. The advance charges of 42 cents represent freight assessed by the Big Four from Piqua to East St. Louis.

Yours truly,  
J. E. GORMAN.

May 12, 1899—The following was received:

Lebanon, Mo., May 1, 1899.

Commissioners Railroads, Jefferson City, Mo.:

Gents—Herewith I inclose you bill of overcharge on 50 empty egg cases. I send this one of 33 cases to show you the difference in the charges. I have shipped to Earl Bros., Chicago, over 120 cases of eggs and when they sent them back by freight they put in new cases instead of old. Now, it's strange to me that they have the right to charge these rates. Why, they might say the cases are new the next time the house returns them.

Its poor encouragement to a shipper to be robbed in such a way. I am shipping eggs to Earl Bros., Chicago, every other day and I guess they will charge 95 cents per hundred by saying they were new cases. I had set down and ordered 50 new cases from Earl Bros. It would have been different, but I have been shipping to them for the last two months. Hope you will investigate this properly and collect the overcharge for me.

Yours respectfully,

E. M. FLYNN.

Answered that empty egg cases are placed in first-class, and the rate on articles in this class, 70 cents per 100 lbs, St. Louis to Lebanon. It is the rule on railroads to return empty egg cases to shippers at reduced rates. Had the cases on which your eggs were shipped to Chicago been returned instead of new cases the charge would have been 16 cents per 100 lbs. for the entire lot, but as 50 new cases were sent from Chicago, never having been used, the charge on said new cases was first-class rate, in accordance with classification.

Lexington, Mo., May 24, 1899.

To the Honorable Board of Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—Please advise me whether or not the Railroad Commissioners of the State of Missouri have ever ruled as to whether the rates on soft coal, nut coal, and slack coal should be the same upon one as upon the other. I do not remember of ever seeing one of your decisions upon this point, and hence write you upon the subject. It looks reasonable to me, that the rate should be the same upon one as upon the other. As the methods of transportation and rolling stock are the same, and the only difference is a very slight difference per car load of each, between the three articles, I presume the rate should be the same on the three articles. Please advise me if I am correct.

J. C. M'GREW.

Answered that the Missouri Commissioners have never made a ruling, establishing different rates on soft, nut, or slack coal, and so far as they are informed, the rates charged are the same for each kind of coal.

June 8—The following was received:

Cross Timbers, Mo., June 7, 1899.

James Harding:

Sir—Enclosed find two freight bills and you will notice the difference in them. One for 125 pounds, rate M., amount, 40 cents; one for 20 pounds, rate M., amount, 40 cents.

We wrote Hon. James Selbert and he referred us to you, stating that sections 2646, 48, 49, 51 and 2652 of 1898 applies to this. Will you kindly inform us if there is a way by which we can claim and collect such excessive rates as these?

Forty cents for 20 pounds from Sedalia to Warsaw is, we think, a great overcharge.

Awaiting your reply we are

Yours respectfully,

HAIGH & BUNDY,

Prop's. Hickory Co. Woolen Factory.

Matter was referred to George W. Inge, auditor, and the following reply received:

Sedalia, Mo., June 10, 1899.

Mr. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Replying to your favor of the 9th inst. with reference to overcharge on two shipments for Haigh & Bundy, Cross Timbers, Mo., these shipments originated at Louisville, Ky., and were billed through from St. Louis to Warsaw. They

both took a minimum charge of 50 cents each, less the bridge transfer of 10 cents, making a minimum charge of 40 cents from St. Louis to Warsaw.

The 50 cents advance charges on both shipments were the freight charges up to St. Louis from Louisville, Ky.

Therefore billing is correct.

Yours truly,

GEO. W. INGE, Auditor.

There was no irregularity in charge complained of in this case and complainant was notified accordingly.

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June 18, 1899—The following was received:

Kansas City, Mo., June 17, 1899.

James Harding, Esq., Secretary Railway and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—A committee from this association desires to confer with the Honorable Railway Commissioners relative to certain existing freight rates, and would like you to suggest an opportune time at which it may appear before them in Jefferson City. Or it may be that the Board visits Kansas City occasionally, in which event you may be able to mention a time when it will be here.

Awaiting an early reply, we remain,

Very respectfully,

KANSAS CITY WHOLESALE LIQUOR DEALERS ASS'N.

By C. G. PERRIN, Secretary.

On 28th June Commissioners Flory and Hennessey were in Kansas City and met committee as requested in foregoing. The committee stated they believed the matter complained of had been satisfactorily adjusted, but if further action became necessary the Commissioners would be notified.

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## CORRESPONDENCE RELATING TO SWITCHING AND TRANSFER CHARGES.

August 6, 1898—The following was received:

Clinton, Mo., Aug. 5, 1898.

To the Secretary Board Railroad and Warehouse Commissioners, Jefferson City, Mo.:

We, the undersigned shippers and receivers of car-load freight, especially with warehouses located on the side tracks of the M., K. & T. railway at Clinton, Henry county, Missouri, wish to make a protest against a recent advance of one dollar per car for switching service performed by the M., K. & T. for freight arriving via the K. C., O. & S. railroad.

We feel that the charge of two dollars per car is sufficient revenue for the service performed, and feel that the charge of three dollars per car is exorbitant, and is done for the purpose of forcing us to route our freight via M., K. & T. We, therefore, petition you to have the old charge of two dollars per car put into force.

IRVEN COUSE,

C. L. ORTH,

W. F. CROWE & CO.

Answered that November 10, 1891, the Commissioners ordered as follows: "Taking effect from and after the 10th day of November,

1891, the maximum charge for the transfer of cars between the tracks of the Kansas City, Osceola & Southern railway and the Missouri, Kansas & Texas railway at Clinton, Mo., and from said tracks to sidings at that point, must not exceed two dollars (\$2.00) per car." This order has never been rescinded, and matter has been referred to M., K. & T. general offices for explanation.

The following reply was received:

St. Louis, Mo., Aug. 20, 1898.

Mr. James Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Yours of the 16th inst. to Mr. Allen has been referred to me for reply.

The order of the Commission to which you refer related to the K. C., O. & S. road, which is now being operated by the Frisco and the switching charge of \$3.00 referred to has been established on traffic switched for account of the Frisco road, due to the fact that this charge is made against us for similar service at other points by that company. You understand, of course, that this switching charge is not paid by the public, but by the connecting line for whom the switching is performed, and is not paid by shippers or consignees.

No complaint has been made to this company of the switching charge referred to and I would be glad if you would advise me, if consistent, the name of the party complaining to your Commission in this matter.

Yours truly,  
D. MILLER.

Investigation of matter showed that the charges complained of were paid by connecting line and not by shippers, and, therefore, there was no proper ground for complaint.

Complainants were notified accordingly.

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April 4, 1899—The following was received:

St. Louis, Mo., April 3, 1899.

President Railroad and Warehouse Commission, St. Louis, Mo.:

Dear Sir—I send you copy of letter written to this office by a member of this association.

Please investigate the matter carefully.

Very truly yours,

TOM. L. CANNON, Secretary.

St. Louis, March 23, 1899.

Tom. L. Cannon, Secretary St. Louis Manufacturers' Association:

Dear Sir—Taking up again the subject matter of my letter of Dec. 13th of last year, I will say when your answer reached me enclosing the copy of a letter of the chief freight agent of the Wabash road, I did not consider it of any use to pursue the matter further, but after receiving your second letter in reference to the subject, it seems to me I should at least explain the matter to you as I see it from my standpoint of actual experience. Some two years ago there was, as there is now, considerable building being done in the neighborhood of the switch on the Wabash road near or at Lindell and Union avenues. The regular switching charges of the Wabash Railroad company to this switch on brick car-load lots from the terminal connection at 22d street was 2½ cents per 100 pounds, at which price I could not reach that point, so I called on Mr. Knight in person to see if I could not get him to make a switching rate same as that of the Missouri Pacific Railroad company. When asked what that rate was, I answered that it was ¼ cents per 100 pounds, outside or west of Kingshighway.

Mr. Knight's prompt positive answer was, "We don't want any trade at those figures." He remarked further that they might have to make a haul out there with only one car, and I at once promised that I would guard against that by never shipping less than three or four cars at a time, but to no purpose. Mr. Knight speaks in his letter about the limits prescribed by the Railroad and Warehouse Commission of this State. It seems to me that if the switch at Lindell and Union avenues is outside of the switching limits prescribed by said Board of Commissioners, they must indeed have had a very limited view as to the switching facilities and needs of a great manufacturing city like St. Louis. I wish to remark again, it seems to me something must be out of gear somewhere in this city when it costs more to switch brick from 22d street to Forest Park than it costs to get them from Belleville, Ill., over a \$10,000,000 bridge, to 22d street.

Respectfully,

May 11, 1899—The following was received:

St. Louis, Mo., May 10, 1899.

Hon. Jos. Flory, Railroad and Warehouse Commissioner, Jefferson City, Mo.:

Dear Sir—I have been asked a question regarding the charges made by railroad companies for switching where cars are received or shipped by St. Louis business firms.

Are there certain rates that roads are allowed to charge and not to exceed? Also, how is the rate established and where are the records of such regulations to be found? Thanking you for any information you may give me, I remain

Yours truly,

G. E. WETZEL, JR.

Answered, asking for more specific statement of matter.

May 13—The following was received.

St. Louis, Mo., May 12, 1899.

Hon. Joseph Flory, Chairman Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—In reply to yours of the 11th inst. What I had in mind is to ascertain if the State, in granting the railroad companies their charters, did so with the understanding that the roads were to accept freight in St. Louis at a specified switching charge. When a car is loaded on a foreign line track, the roads absorb the switching charge, provided the car is destined to a competitive point. If, however, the car is to go to some local point on the road, they will add the switching charge to their freight bill. In other words, if a car is loaded on either the Wabash or the Merchants' Bridge tracks and is billed by the shipper to California, Mo., the Missouri Pacific Railroad company will collect their regular freight charge on the shipment and add the switching charge to the freight bill. Now if this car was destined to either Joplin, Mo., Galveston, Tex., or Kansas City, Mo., the Missouri Pacific Railroad company would pay the Wabash switching out of their freight earnings.

These switching charges range all the way from \$1.50 to \$7.50 or \$8.00 per car, depending upon when the car is loaded and to what line hauls the shipment from St. Louis. In case the car was loaded on the Iron Mountain tracks, in South St. Louis, and it was desired to have the car go forward to Green Ridge, Mo., on the M., K. & T. railroad, the consignee would have to pay the regular freight on his goods from St. Louis, but in addition to this the Iron Mountain railroad would make a charge for hauling the car from Carondelet to Barton street, where they would deliver to the Missouri Pacific railroad, who in turn would deliver to the Terminal railroad at 12th and Poplar streets. The Terminal would then deliver the car to either the Wabash or M., K. & T. outer yards. Each line that handled the car would make a separate charge for the service. The switching charges would accumulate to the extent of \$7 or \$8 before it reached the M., K. & T. tracks. The man at Green Ridge, Mo., would pay this \$8 in addition to his freight, while if a man lived at Clinton, Mo., a few miles further on, the railroad company would pay the \$8 switching on account of competition there with the Missouri Pacific railroad.

Taking it for granted that the freight rates to both points would be the same, you will see that the man at Green Ridge is out \$8 on the shipment, while the railroad company takes care of the Clinton merchant by absorbing the switching charge, when the car is destined to Clinton.

This gives quite an advantage to the Clinton merchant.

Is there anything in the railroad companies' charters which permits each line switching the car, while in the city limits, to add their charges to the freight bill when it goes to a non-competitive point, or does the State have any maximum charge to be paid where two or more lines handle the car before it reaches the road which carries it to its destination?

Thanking you for any information you may give on these points, I remain

Yours truly,

G. E. WETZEL, JR.

June 14, 1899—A circular letter was addressed to the officials of the principal lines operating in Missouri, asking:

First—What switching charges are in effect on lines under your control?

Second—If there is any distinction made in switching charges on freight destined to competitive and non-competitive points in Missouri?

Third—If switching charges are absorbed on shipments to competitive points, by whom are such charges paid?

Fourth—In the transfer of freights from the lines under your management, at St. Louis and Kansas City, Mo., to other lines, how many distinct charges could be made? For example, a car is to be delivered from the Burlington lines at St. Louis to, say, Cheltenham, on the Missouri Pacific railway. How many transfer charges would be made on such shipment?

The following replies were received:

St. Louis, Mo., June 20, 1899.

Mr. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to your favor of the 14th instant and replying to the inquiries therein made, beg to state:

First—The switching or transfer charges at present in force at St. Louis are shown in the attached copy of switching tariff, dated April 1, 1898, promulgated by the Local Freight Agents' Association.

Second—There is no distinction made by this company in such charges on freights destined to competitive or non-competitive points in Missouri.

Third—When switching charges on shipments to competitive points are absorbed, they are as a rule absorbed by the line reaching the point in the competition.

Fourth—In the transfer of freight from our line at St. Louis to other lines, there would as a rule be only one transfer charge, from the fact that since we have been operating in St. Louis, we have treated the tracks of the Terminal Railway Association as our points of delivery and the switching charge therefore on a shipment from a point on the M., K. & T. to Cheltenham would be the charge made by the Missouri Pacific, the M., K. & T., making free delivery to the Missouri Pacific over the Terminal Association tracks.

Yours truly,

A. A. ALLEN.

St. Louis, Mo., June 22, 1899.

Mr. James Harding, Secretary Railroad and Warehouse Department, State of Missouri, Jefferson City, Mo.:

Dear Sir—In compliance with your circular request of June 14th, 1899, I hand you herewith copy of Wabash Railroad company's list of tracks and switching charges at St. Louis, Mo. Also information regarding switching charges at Kansas City, Mo. This answers your first query.

Second—Is there any distinction made in such charges on freights destined to competitive and non-competitive points in Missouri?

Answer: No.

Third—If such charges are absorbed on shipments to competitive points, by whom are the same paid?

Answer: Where the term "switching charges absorbed" is used, we understand it to mean that any line competitive with the Wabash for business originating at any of the points on the Wabash where switching charges must be paid, that the competitive line absorbs and pays such switching charge in order to secure the traffic in competition with the Wabash.

Fourth—In the transfer of freights from the lines at St. Louis and Kansas City, Mo., under your management, to other lines, how many distinct charges could be made? For example, a car is to be delivered from the Burlington lines at St. Louis, to, say, Cheltenham, on the Missouri Pacific. How many transfer charges would be made on such shipment?

Answer: The Wabash company, not having any tracks at Cheltenham or reaching that territory, could not transfer cars for the Burlington lines to Cheltenham. This question must be answered by the Missouri Pacific or Burlington lines.

Yours very truly,

J. RAMSEY, JR.

St. Louis, June 22, 1899.

Mr. Jas. Harding, Secretary Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of your favor of the 14th inst.

In reply to your first interrogatory I herewith enclose you tariffs which will be an answer to that question.

On the second question, I have to advise that we make no distinction in rate on cars handled, charging the same on competitive business as on non-competitive.

Third—We bill our switching charges to connecting lines and we are paid by them. It is impossible for us to determine whether or not the charges are absorbed by the lines receiving the business.

Fourth—So far as my judgment goes, individual lines make their local switching charge for cars handled. If a car is handled by three lines, the charge is the sum of the three local rates.

The example you give of a car from the Burlington line at St. Louis destined to Cheltenham, on the Missouri Pacific, would pay two charges—one to the Merchants' Bridge and another to the Missouri Pacific, each line charging its local switching rate.

Yours truly,

E. P. BRYAN

Vice-Pres. and Gen. Mgr.

St. Paul, Minn., June 23, 1899.

Mr. James Harding, Secretary Railroad and Warehouse Department, City of Jefferson, Mo.:

Dear Sir—In reply to your inquiry of June 14th.

The general complaint that switching charges at originating point are absorbed when the shipment is destined to a competitive point, while on the contrary it is added to the freight charges when the shipment is destined to a non-competitive point, is no doubt founded on the universal but generally misunderstood rule and practice of all railway companies, which is as follows:

To absorb the switching charge of the connecting line on whose tracks the originating industry is located, provided the shipment is destined to a point reached by

that connecting line, and similarly to absorb the switching charge of the connecting line on whose tracks the industry is located to which the shipment is consigned, provided the shipment originated at a point reached by that connecting line.

It is easy to see how the practice came about, and as a sufficient excuse for its continuance, it need only be remembered that without such a rule, the industry which had a side-track would have less advantage from competition than the shipper without a side-track. A specific answer to each question is as follows:

1st Q. What are the switching or transfer charges at present in force on the lines of the C. G. W. railway at Kansas City?

A. \$3.00 per car between any connecting railroad and any industry or team track.

2nd Q. Is there any distinction made in such charges on freights destined to competitive and non-competitive points in Missouri?

A. Not by this company.

3rd Q. If such charges are absorbed on shipments to competitive points, by whom are the same paid?

A. The charges are paid by the connecting line or by the shipper. If paid by the connecting line and not charged to the shipper, they are said to be absorbed.

4th Q. In the transfer of freight from the C. G. W. at St. Joseph to other lines, how many distinct charges could be made?

A. No charge for carload business or for less than carload business carried on a through rate, but for the infrequent case of a less carload shipment where no through rate applies, in addition to the two local rates the charges for carting from one freight house to the other would be charged against the consignee.

Yours truly,

SAMUEL C. STICKNEY,  
General Manager.

Chicago, Ill., June 6, 1899.

James Harding, Secretary Missouri Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Replying to yours of June 14th regarding switching charges at Kansas City: Our switching charges at that point are uniformly \$3.00 per car. On business originating and terminating in the State of Missouri we make no distinction between competitive and non-competitive traffic.

Yours truly,

A. C. BIRD,  
General Traffic Manager.

Chicago, Ill., July 10, 1899.

James Harding, Esq., Secretary Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Your letter of June 14th requesting certain information relative to transfer charges made by this company at initial and terminal points in the State of Missouri, addressed to Mr. H. A. Parker, vice-president and general manager of this company, has been referred to me for reply. I will answer your various questions in the order propounded.

First: (a) On freight delivered to this company by connecting lines at St. Joseph, for switching to industries located on the tracks of the C., R. I. & P. Railway Company we make a charge of \$2.00 per car.

(b) On freight delivered to us by connecting lines at Kansas City, for switching to industries on our tracks, we impose a charge of \$2.00 and \$3.00 per car, according to location.

Second: There is a distinction made in the absorption of terminal charges on freight for non-competitive points versus competitive points.

Third: On shipments between junction points in Missouri competitive with any one line, this company absorbs charges necessary to equalize deliveries, in order to be in position to compete for traffic.

Fourth: I do not know that I can give you a categorical reply to this question Freight interchanged with roads with whom we have direct connection would require



## REPORT OF THE

but one transfer; with roads with whom we have no direct track connection would require two or more transfer charges.

I trust the foregoing data covers the information you require; however, should you desire additional information, I should be glad, if possible, to furnish same.

Yours truly,

J. M. JOHNSON,

Third Vice-President.

Kansas City, Mo., July 17, 1899.

Mr. James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Replying to your circular letter of the 14th inst., and answering your questions in the order in which they were asked, I submit the following:

First—I attach a copy of the published tariff now in use by this company.

Second—We make no distinction whatever in our charges, whether to roads or to industries, and regardless of the fact whether destined to competitive or non-competitive points in this or any other state.

Third—We look to the railroad companies from whom we receive or deliver cars for our switching charges, excepting for local movements. That is, from one industry on our line to another one similarly located.

Fourth—In the matter of transferring cars from one connection to another over our line, there would be but one distinct charge made, and that against the line delivering car to us.

The example that you set forth would not be applicable as illustrating charges made by our lines in such cases, as the Burlington line would deliver to the Missouri Pacific direct without intermediate charge. But I divine that you want the information as to what the charge would be in the event of the Burlington having to give it to us for delivery to the Missouri Pacific, and I have advised you that there will be but one charge for this movement.

If I have not been sufficiently explicit, I should be glad to hear from you further.

Very respectfully,

W. L. STEVENSON,

General Superintendent.

Kansas City, Mo., August 4, 1899.

James Harding, Esq., Secretary, Jefferson City, Mo.:

Dear Sir—Referring to your favor of June 14th, addressed to President Washburn, answer to which has been delayed through your letter having been inadvertently filed.

In answer to your first interrogatory, I beg to advise that the usual switching charge from the K. C., F. S. & M. road at Kansas City is \$2.00 per car, though in some few instances we have a higher charge where extra service is performed.

In answer to your second interrogatory, I would say that so far as the charges assessed by the K. C., F. S. & M. railroad are concerned, there is no distinction as to whether the business is destined to a competitive or a non-competitive point in Missouri; that is, we charge just the same if we perform switching service for another road or a shipper located on our line, whether the car goes to a competitive or a non-competitive point.

In answer to your third interrogatory. When such charges are absorbed on shipments to competitive points they are usually paid by the railroad company which absorbs them.

In answer to your fourth interrogatory, I would say that I do not know of any business which we would handle where there would be more than the one distinct charge.

Yours truly,

J. J. FLETCHER,

Traffic Manager.

Mr. J. Ramsey, Jr., Vice-President and General Manager:

Dear Sir—Referring to your personal inquiry of yesterday in regard to the switching rates at Kansas City; our switching rate to and from our direct connections to

industries located on our tracks at Kansas City is \$2.00 per car. The industries are as follows:

Beaham Manufacturing Company, Fairbanks, Morse & Company, D. S. Gordon & Son, Long Brothers, Ridenour-Baker Grocer Company, Seavey & Flersheim, Union Elevator.

Respectfully,

S. B. KNIGHT.

General Freight Agent.

Switching charges at St. Louis and Kansas City, as shown by tariffs filed in the office of the Commissioners, have had the approval of the Board, but discriminations in such charges would of course be illegal. The replies received in answer to circular letter referred to above state positively that there is no distinction made in switching charges as between competitive and non-competitive points, and it appears that in cases where such charges are absorbed they do not appear as separate charges. This, no doubt, gives rise to the belief that a discrimination is made against non-competitive points.

It does not appear that the discriminations complained of are made. The switching tariffs filed in this office do not show rates as mentioned in letter of Mr. Wetzel, and the statements of charges in replies received are as shown by the tariffs. The Commissioners have had exhaustive hearings in St. Louis and Kansas City in regard to switching rates, and found nothing to indicate any discriminations in the charges for the services rendered.

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### CORRESPONDENCE REGARDING DEMURRAGE AND STORAGE.

December 27, 1898—The following was received:

To the Hon. Railroad and Warehouse Commissioners of Missouri, Jefferson City, Mo.:  
Gentlemen—On December 12th there was shipped to me via the Wabash railroad, 3,149 pounds of bridge iron to Gilmore, Mo., in box car 71396. In due time I received expense bill and sent amount of freight charges, and in return received the inclosed letter stating that the iron was still in the car, and that the car was being held at the rate of \$1.00 until I unloaded the freight.

Mr. C. B. Adams, superintendent of transportation, informed me that if I would instruct the agent at Gilmore to unload the car at my expense and risk that he would have demurrage charges stopped from that time on. I notified the agent and I presume this was done.

Now, what I should like to know is this: Is this charge of demurrage a just one, and if so, how far has a railroad company the right to go in such matters; on how small a quantity of freight. In less than car lots, have they the right to hold car and charge demurrage? There was probably other freight shipped in this same car, and it would seem to me that the same law that would give them the right to charge demurrage on 3,149 pounds would give them the right to charged it on 990 pounds, the weight of the heaviest piece in the car. (Two pieces, weight 990 pounds each, and the rest ranged from 100 pounds to 600 pounds each.) If a reasonable warehouse charge is all they would have the right to charge, please state what this might legally be and very greatly oblige,

Yours truly,

J. T. GARRETT.

Gilmore, Mo., Dec. 21, 1898.

Mr. J. T. Garrett, St. Louis, Mo.:

Dear Sir—Yours 19th inst. at hand with check for \$9.75 inclosed. I beg to advise that this freight is in car No. 71396 L. V., which has been here 7 days, there is 5 days' demurrage on the car, amounting to five dollars, and each day car remains held by you for unloading an additional dollar will be added. The only way you can have this demurrage released is to secure an order from our superintendent transportation, Mr. C. B. Adams, of St. Louis, and present it to me.

Yours truly,

S. RICHARDSON, Agt.

Matter was referred to S. B. Knight, G. F. A. Wabash R. R., for explanation, and the following were received in reply:

COMPLAINT OF J. T. GARRETT.

St. Louis, January 4, 1899.

Mr. James Harding, Sec'y R. R. and Warehouse Dept., State of Mo., Jefferson City, Mo.:

Dear Sir—I have your letter of the 3rd inst, with reference to complaint of Mr. J. T. Garrett of St. Louis, in regard to demurrage charges.

The feature of demurrage being entirely outside of my jurisdiction, and handled (not only by the Wabash, but by all the other railroad companies) through the transportation department, I have taken the liberty of referring your letter to Mr. H. L. Magee, our general superintendent, with request that he give the subject matter of your letter the necessary attention and reply direct to you.

Trusting this meets with your approval, I am,

Very truly yours,

S. B. KNIGHT,

General Freight Agent.

St. Louis, January 6, 1899.

Mr. James Harding, Secretary Railroad and W. H. Dept., State of Missouri, Jefferson City:

Dear Sir—Your letter of January 3rd, addressed to Mr. S. B. Knight, general freight agent, in relation to car service assessed against Mr. J. T. Garrett at Gilmore, has been referred to me.

As you are probably aware, Mr. Garrett is a contractor who erects county bridges in Illinois and Missouri. He has his iron work constructed at different iron works, and, when completed, shipped to him at some given point where he is not known to the railroad agent or postmaster, it evidently being the intention to have the iron held in car until ready to haul to place where the bridge is to be erected.

It is true that the iron is usually billed at less than car-load rates, but is heavy freight, requiring several men to unload, and have not sufficient force at our small stations to handle it, nor always accommodations in our freight houses for storing it. It has been our custom to charge car service for detention to cars containing such heavy freight, and this practice is followed by railroads generally.

We hold that the shippers of such freight are familiar with these conditions. They know further that it is customary for such shippers to note on their bills to have the freight unloaded at their risk and expense, in which cases the agent arranges for a force of men to do the work. Very frequently the iron lays around the station for a month or two.

Mr. Garrett is aware of these regulations, because on a former occasion he notified the agent to unload a shipment at his expense. He evidently supposed that from the fact that he notified the agent on one lot, that this authority would extend to future shipments.

Yours truly,

H. L. MAGEE,

General Superintendent.

January 10, 1899—The Commissioners having considered the matter complained of by Mr. Garrett, decided that under the conditions

presented the demurrage charge made by the Wabash Co. was proper. Messrs. Garrett and Magee were notified accordingly.

The following letters were subsequently received:

St. Louis, Mo., Jan. 12, 1899.

Hon. R. R. and Warehouse Com'rs, Jefferson City, Mo.:

Gentlemen—I do considerable business in the way of bridge construction in your State, and inasmuch as the railroad companies frequently refuse to deliver freight unless demurrage charges are paid on less than car-load lots, I should like to have a ruling on the following points:

First—Is it not the duty of railroad companies to unload local car-load shipments?

Second—In case railroad company does unload said local car-load shipments and consignee does not remove same within 48 hours, and the railroad company holds same on their platform, grounds or in warehouse, what, if any, warehouse charge per cwt, per day are they entitled to?

Third—In case railroad company is entitled to warehouse charge mentioned in 2, can they keep said local car-load shipment on the car and make charges same as regular warehouse storage charges?

Fourth—In case of local car-load shipment of bridge iron, if the freight charges are paid within 48 hours, and the agent requested to unload same at consignee's risk along side track or at any nearby, convenient place, is the railroad company entitled to compensation for unloading.

Fifth—If, after payment of freight charges and receipt of request from consignee to unload at his expense, the agent prefers to let the iron remain in the car till called for has the railroad company the right to collect \$1.00 per day demurrage charges?

If not asking too much, would like to have a direct answer to each one of the above questions. Thanking you in advance for an early reply, I am,

Respectfully,

R. H. PHILLIPS.

St. Louis, Mo., Jan. 13, 1899.

Railroad and Warehouse Com'rs of Mo., James Harding, Sec'y, Jefferson City, Mo.:

Gentlemen—I have received your letter of January 3rd, in which you state that, as you understand the case of demurrage complained of by me, the charges are improper. I also have your letter of January 10th, in which you state that the charges are proper. In my complaint to your Board I gave the facts in the case just as they were, and I would most respectfully ask on what ground the Board saw fit to change its opinion after hearing the other side from Mr. S. B. Knight. It is surely not optional with a railroad company as to whether they shall charge car service or not on small shipments of this kind, which they load in the cars themselves, in their own way, and with whatever other freight they please.

There is certainly some law or rule regulating such charges, and I would respectfully ask your Honorable Board for the rule governing this case and similar cases in the future.

Very respectfully,

J. T. GARRETT.

January 21, 1899—Letter of Mr. Phillips was answered as follows:

" \* \* \* \* The Commissioners have taken up and considered the interrogatories contained in yours of 12th inst., and I am instructed by them to reply directly to each question, as desired by you:

First—"Is it not the duty of the railroad companies to unload less than car-load shipments?"

As a general rule, articles shipped in less than car-load lots are unloaded at way stations by train crews, assisted by such force as may

be available at such stations. Shipments may, however, be of such size and weight as to render the unloading impossible by the train crew within a reasonable time, and without delaying train. In such cases extra force being employed for unloading, a reasonable charge for such unloading is proper.

Second—"In case the railroad company does unload said less car-load shipments, and consignee does not remove same within 48 hours, and the railroad company hold same on their platform, grounds or in warehouse, what, if any, warehouse charge per hundred weight per day are they entitled to?"

If shipment, having been unloaded by railroad company, was held in station house, on platform or on company's grounds for a time exceeding such limit as company rules prescribed, after proper notice had been given party interested of arrival of such shipment, the railroad company would be entitled to a reasonable storage charge. As to just what this charge should be, the Commissioners cannot say without knowing the character of shipment and the circumstances governing.

Third—"In case the railroad company is entitled to warehouse charges mentioned in '2,' can they keep said less car-load shipment in the car and make charges same as regular warehouse storage charges?"

In your second proposition it is assumed that the shipment has been unloaded by the railroad company. It might occur that destination of shipment was at a station where no storage facilities existed and that it would be necessary to hold freight in car. In this case a reasonable charge for demurrage or storage, but not for both, would be proper, after the expiration of time limit, and due notice of arrival had been given consignee.

Fourth—"In case of less than car-load shipment of bridge iron, if the freight charges are paid within 48 hours, and the agent requested to unload same at consignee's risk along sidetrack, or at any nearby, convenient place, is the railroad company entitled to compensation for unloading?"

Yes; in case where the iron might be of a size and weight such as to require the employment of extra men for such unloading: A railroad company has the right to make such reasonable regulations for the conduct of its business as it finds to be proper, due regard being had for shipper. The custom of an additional charge for unloading, when done by company, in cases where the employment of men in addition to regular force becomes necessary, is very general on railroads, so far as this Board is informed. The regulation is, in the opinion of the Commissioners, a reasonable one.

Fifth—"If after payment of freight charges and receipt of request of consignee to unload at his expense the agent prefers to let the iron remain in the car until called for, has the railroad company the right to collect demurrage?"

No. The laws of Missouri say nothing specifically regarding the regulation of demurrage or storage charges by railroad companies, nor is the Commission given special jurisdiction as regards such charges, but in their opinion they have authority to revise and change the rules or regulations of railroad companies, which "change determine, or affect any part of the aggregate of rates, fares or charges." A storage or demurrage charge, in addition to a transportation charge, increases, of course, the aggregate cost to a consignee of the delivery of his freight.

The Commissioners, in ruling as to the general principles governing demurrage or storage charges, cannot undertake to define just what such charges should be in every case, as conditions may differ materially, but they will promptly take up any case presented to them and make such ruling as, upon investigation, may be found proper.

By order of Railroad and Warehouse Commission.

Letter was written Mr. Garrett, as follows:

"\* \* \* \* As stated in letter from this office, 10th inst., the Commissioners, as they understood the Wabash regulations, decided that the demurrage charge in the case presented by you was not a proper one. Investigation, however, proved that the company had a regulation regarding the unloading of less than car-load freights, by which a charge for car service is made for detention of car, containing heavy articles, requiring a larger force for unloading than is available at station where unloaded. Or if unloaded by company, and additional force is necessary for such unloading, a corresponding charge is made. This regulation is very general upon the railroads of this State, and is considered by the Commissioners to be a reasonable one, and therefore is approved by them.

Mr. R. Phillips, bridge contractor of St. Louis, recently submitted interrogatories to the Commissioners regarding the matter complained of by you. These interrogatories, with answers of the Board, are copied and mailed you herewith, as it is believed the questions raised concerning demurrage and storage, in cases such as presented by you, are fully covered therein.

January 24, 1899—The following was received:

St. Louis, Mo., Jan. 23, 1899.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I am in receipt of your favor of the 21st inst. and thank you for the information contained therein. There has been more or less friction between the railroad companies and other shippers on account of the latter not having a full understanding of their rights and rules governing shipments.

Yours truly,

R. H. PHILLIPS.

April 16, 1899—The following was received:

Clifton Hill, Mo., April 15, 1899.

Board of R. R. Commissioners, Jefferson City, Mo.:

Gentlemen—Will you please let us know if the law is such that it will permit a railroad company to charge one person demurrage on railroad cars and not charge another? You are aware railroad companies have a rule that where cars are not unloaded within a certain number of hours, they charge \$1.00 per day on each car for all the time over and above the time they allow for unloading. Now the point of law I want is where party done all they could to unload cars and, it being 28 below zero, making it almost impossible to keep men at work. They being three days over the time allowed, were charged \$3.00. Another party, owing to the roads being bad, was two weeks over, and were charged nothing. Now one point: if first person spoken of should have been unloading a car belonging to another company, and the last party one belonging to company collecting these charges, would that make any difference? Trusting you will let us hear from you at an early date, giving us the desired information, and thanking you in advance for same, we are,

Yours very truly,

MAYO BROS.

Answered, stating that as unjust discriminations of every kind were prohibited by law, the charge of demurrage against one person, whilst no such charge was made against another, under similar circumstances, would be unjust discrimination. The ownership of a car would make no difference to a consignee, so far as damage is concerned.

May 4, 1899—The following was received:

Clifton Hill, Mo., May 3, 1899

James Harding, Esq., Jefferson City, Mo.:

Dear Sir—We received yours of April 17th in answer to our letter of inquiry dated April 15th. The matter we wrote you about was in regard to railroads charging one person demurrage and not charging another. Your letter was a very plain answer to our questions. And now we wish to ask you in what way we should proceed against railroad company where they have been guilty of such a charge, and proof of same has been established. Is this a matter of State jurisdiction or shall we bring suit direct for such discrimination. The railroad company charged us demurrage when it was so cold that people would freeze whilst unloading lumber, which our cars were loaded with, and waived demurrage charges on cars because roads were muddy, which, while a disadvantage, was not as bad as 28 degrees below zero handling frozen lumber, and it a snowing. We enclose you our letters from railroad company in regard to this matter, and kindly ask you to let us hear from you by return mail, and oblige,

Yours truly,

MAYO BROS.

P. S.—Please return letters enclosed.

Answered that the Commissioners had carefully considered the matter presented, and so far as set forth in correspondence, do not find reasonable grounds for complaint. The charge of \$3 per car for demurrage, the car having been detained from February 6th to 18th, cannot be considered as excessive or unreasonable, as the Commissioners understand the case. The conditions in waiving the demurrage on car of corn by reason of impassable roads, necessarily preventing the unloading of the corn, until wagons could be furnished, are entirely different from those presenting themselves in complainants case.

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May 10, 1899—The following was received:

Clifton Hill, Mo., May 6, 1899.

Mr. James Harding, Jefferson City, Mo.:

Dear Sir—Yours of the 5th to hand, and from the contents of your letter you and your commission are undoubtedly laboring under a mistaken idea as to how long we detained the car in question. Mr. Adams' letter of the 2nd says the car came to us February 6th, and was not released until the 18th, which is very far from being the actual facts in the case. This car came to us February 6th, about 10:30 a. m., and was unloaded by 3:30 p. m. the 11th, which would make (allowing us the two days which the company gives to unload cars) three and one-half days overtime, if one should or would count actual hours. This we paid \$3.00 demurrage for. And now, as to your views as to the charges being reasonable or unreasonable. This is not the point of controversy. If we had have kept this car until the 18th, as stated by Mr. Adams, the company would have collected \$10.00 from us instead of \$3.00. It is not the amount of money involved in this matter, but it is the principle of the thing we are fighting. As to the condition of the roads at time corn was unloaded, will say it was no impossibility to secure wagons (or to unload the corn either). We could have secured no less than 10 persons who would have unloaded this corn where we could not get any one to help us unload the lumber as it was so cold that a person would freeze before they knew it. At same time, the party unloading corn had a just reason for asking railroad company to waive demurrage, and any man or set of men who wanted to do what was right, would have granted the request. So they would in our case had they not wanted to charge us and let the other party off. We well know the reason of this discrimination, which is this: The parties who handle the corn are cattle feeders, and if the company does not treat them right they can and will drive their cattle to some other road to ship to market. Our business is one which is established on their line, and they know we must get our goods hauled by them or else do without. We would like to hear from you upon receipt of this, and if you are still inclined to favor the railroad company, we will have to take a different course in the matter, as we are in noway disposed to drop it.

Yours truly,  
MAYO BROS.

Answered that if charges of discrimination made against the Wabash Company could be properly substantiated the Commissioners would set a date for a hearing of the matter, if so desired. If a hearing is not desired, the Commissioners will take the matter up directly with Wabash people and endeavor to effect a satisfactory adjustment.

To this the following reply was received:



Clifton Hill, Mo., May 12, 1890.

Joseph Flory, Esq., Jefferson City, Mo.:

Dear Sir—Yours of the 11th to hand and contents fully noted. In reply we will kindly ask you to defer taking any action in our case until your hear from us again, as the writer met Mr. Jennings, of Moberly, a few days ago, and in talking over the matter, Mr. Jennings requested him to allow him (Mr. Jennings) to take the matter up with the railroad company. And it being our desire to not give any one any trouble that we could reasonably avoid, we gave him permission to take the matter before the Wabash officials, and report to us what he done. Until we hear from him we will let the matter rest. If the railroad company does nothing we will possibly prefer a meeting here, which will give us a chance to establish and prove every assertion we have made. Thanking you for your courtesy in this matter, we remain,

Yours very truly,

MAYO BROS.

By T. R. MAYO.

## CORRESPONDENCE REGARDING EXPRESS RATES.

September 15, 1898—The following was received:

California, Mo., Sept. 15, 1898.

Chairman Board R. R. Commissioners, Jefferson City, Mo.:

Dear Sir—As a matter of information, I would like to know if this rate (as per inclosed express company's receipt) is regular or if it is not exorbitant. As this is an interstate rate for 150-mile haul, I would like to have you investigate, as the unfortunate shipper has no recourse of protection other than that furnished by your Honorable Board.

Thanking you for past information.

Yours truly,

T. J. BUCHANAN.

P. S.—This package books from Jno. L. Boland.

Answered that the charges as for expense bill enclosed, are at the rate of \$1.25 per 100 lbs., that being the regular merchandise rate for the service rendered as for traffic billed in this office. As in this case express rates are usually double first-class rates as charged by railroads.

November 2, 1898—The following was received.

Florence, Mo., Nov. 1, 1898.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

My Kind Sirs—Will you please give me advice upon the following questions?

First—What is the lowest express rate from Versailles, Mo., to Lehigh, I. T. (Choctaw Nation), per hundred on hogs properly crated.

The agent at Versailles refuses to give rate via M., K. & T. and Sedalia, Mo. He says he can not bill them out except via St. Louis, Mo., or Kansas City, Mo., and as the route is direct via Sedalia, Mo., I thought it should be lower than either of the routes given by agent.

Second—What is the freight rate per hundred pounds on such goods as a stove crated from Glensted, Mo., to St. Louis, Mo.?

The fact is, I shipped a feed cooker in the form of a stove crated; weight, 130 pounds, and the company charged \$1.64, nearly 1¼ cents per pound, which I believe

is the express rate between said points. The agent at Glensted, Mo., J. Milburn, told me he thought the freight would be about 50 cents, and I paid that amount in advance; but a few days later I received a bill from the railroad company with charges as above stated. I hold company's receipt for \$1.64, charges on 130 pounds from Glensted, Mo., to St. Louis, Mo. If this is right, alright; if it is not, what can I do?

Hoping to hear from you soon, I am,

Very respectfully,

JNO. J. JONES.

Answered that there were no tariffs on file in this office showing express rates on freight from Versailles, Mo., to Lehigh, I. T. The traffic would be interstate, and beyond the jurisdiction of this Board. The route via Sedalia and M., K. & T. R'y would be most direct and aggregate charge no doubt less than via St. Louis or Kansas City. Hogs could be shipped to Sedalia via Pacific Express, for delivery at Sedalia to American Express, advising American Express Company as to destination. Feed cookers crated take one and one-half times first-class rate, which is from St. Louis to Glenstead, 63 cents per 100 pounds, so rate on feed cookers would be \$1.23, weight being 130 lbs.

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December 23, 1898—The following was received:

Chillicothe, Mo., Dec. 22, 1898.

Hon. Jos. Flory, Jefferson City, Mo.:

My Dear Sir—I wish some information in regard to the powers of the railroad commissioners of Missouri, in regard to the regulation of the charges of the express companies as common carriers. I hardly ever have any occasion to make any complaint, but the express companies here at Chillicothe are combined together to rob the shippers. I had occasion to find it out the other day. We are dressing poultry here at our house in large quantities, and wanted to ship by express to Chicago, and the best rate any of the companies would name was \$1.50 per 100 pounds through from Chillicothe to Chicago. And at the same time—and they have done so for a long time prior—the U. S. Express Company made a rate of \$1.00 per 100 pounds through from Ludlow, Mo., to Chicago, Ill., which is 15 miles further, and goes directly through here in going. I asked the agents here of the U. S., Adams and Pacific Express Companies why it was, and they said they could not name any better rate for the reason that this was a competing point and all had agreed on rates, and they could not do better, but at outside places, where there was no other companies located (no matter whether it was further off or nearer than this place) they could make rates. Does the law allow this discrimination against us because we are located at competitive point? If so, the Legislature will be asked to take some action. Please let me hear from you.

Yours truly,

FRANK SCRUBY,

Of Scruby Bros. G. and I. Co.

The foregoing complaint being as regards interstate traffic, was beyond the jurisdiction of this Board, nor could the matter be taken by them before the Interstate Commerce Commission, as that body has no jurisdiction over express companies. Were the points of shipment and delivery wholly within Missouri, the law regarding long and short haul would apply regarding the same by express companies.

January 31, 1899—The following was received:

Robertsville, Mo., Jan. 30, 1899.

Hon. Board R. R. Commissioners, Jefferson City, Mo.:

Dear Sirs—The Wells Fargo Express Company are doing an express business here with no agent. Parties shipping from this point are required to do their own work in loading and unloading their express, yet pay full rates. Also, the Frisco R. R. receive and discharge passengers regularly at this point with no shelter or waiting room of any description for passengers, passengers being required to stand out in all kinds of weather waiting for a train. Is there any redress for us? I make this complaint at the request of the majority of the citizens of this place, and trust it will receive your kind attention.

Very respectfully,

L. ROBERTS,

Justice of the Peace.

After much correspondence and personal investigation by Commissioner Flory, an express office was opened at Robertsville, as shown by following:

Kansas City, Mo., May 17, 1899.

Mr. Jos. Flory, Chairman of the Warehouse Commission. Jefferson City, Mo.:

Dear Sir—In the matter of Robertsville office: Superintendent Teas advises me, under date of May 15th, that he had sent a representative of this company to open an office on that date, notwithstanding the obstacles which have not wholly been removed. I trust that you will have no further cause for complaint from the citizens of this point, and I am,

Yours very truly,

R. A. WELLS,

Manager.

March 7, 1899—The following was received:

California, Mo., March 17, 1899.

Board of Railway Commissioners, Jefferson City, Mo.:

Dear Sirs—The Pacific Express charged me \$1.00 on 25-pound box from St. Louis. Is this the regular rate; if so, let me know as your Board regulates under State rates?

Yours truly,

T. J. BUCHANAN.

Answered and more specific statement requested.

March 19—The following was received:

California, Mo., March 19, 1899.

James Harding, Jefferson City, Mo.:

Dear Sir—Box contained borax, and was so marked. I enclose express receipt.

Yours very truly,

T. J. BUCHANAN.

P. S.—I see they bill 35 pounds. Actual weight was not that amount; only 25 pounds.

Answered that the merchandise rate from St. Louis to California, as to Pacific Express tariff filed in this office, is \$1.25 per 100 lbs. Graduated rate table makes the rate on a package weighing 35 to 40 pounds, 70 cents. The express bill enclosed show charges on two packages, one weighing 35 lbs. and another weighing four lbs. The charge on the 4-pound package is 30 cents. The charges paid are in accordance with the Pacific Express Company merchandise tariff filed in this office, being 70 cents for 35-pound package and 30 cents for 4-pound package—total, \$1.

March 23, 1899—The following was received:

California, Mo., March 22, 1899.

Gen. James Harding, Jefferson City, Mo.:

Dear Sir—Yours 21st inst. to hand. I enclose your letter from M. B. Drug Co., St. Louis, who shipped the goods. There was only one package. I am inclined to think the only recourse a shipper has is through the wholesale house. The classification of rates, to say the least, is unique. This is the fourth time I have reported to your commission gross overcharges. In each case the result has been as the last.

Yours truly,

T. J. BUCHANAN.

March 24, 1899—Matter was referred to L. A. Fuller, Superintendent Pacific Express Company, St. Louis, as follows:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, March 24th, 1899. }

L. A. Fuller, Esq., General Superintendent, Pacific Express Company, St. Louis, Mo.:

Dear Sir—T. J. Buchanan, of California, Mo., in letter of 17th inst., complains of overcharges paid by him on box of merchandise, St. Louis to California. The expense bill, which he enclosed showed charge of \$1.00, being on one box merchandise, 35 pounds, and one box some 4 pounds. This charge is found to be in accordance with your merchandise rates, St. Louis to California. Mr. Buchanan claims, however, that there was but one box, weighing 25 pounds. The rate on this would be 65 cents. Shipment was made about 15th inst. The bill was returned to Mr. Buchanan, and date was not noted, as according to weights shown, charges were correct.

Very respectfully,

JAMES HARDING,  
Secretary.

Letter was also written Mr. Buchanan same date stating, that if he paid \$1 express charges on box of merchandise weighing 25 pounds, he had been overcharged 35 cents, and was entitled to a refund of that amount. The express bill, however enclosed in letter of complaint showed charges collected on two packages, one weighing 35 pounds and the other four pounds. The charges on these packages were in accordance with rates filed here.

March 26, 1899—The following was received:

St. Louis, Mo., March 25, 1899.

Mr. James Harding, Secretary, Railroad and Warehouse Department, Jefferson City, Missouri:

Complaint of T. J. Buchanan, California, Mo.

Dear Sir—I beg to acknowledge the receipt of your letter of the 24th instant, and will immediately take the matter up, and give it an investigation. If I find that any overcharge has been made, it will be promptly rectified.

Yours truly,

L. A. FULLER,  
General Superintendent.

The following was received from Mr. Fuller:

St. Louis, Mo., March 25, 1899.

Agent, California, Mo.:

Complaint of T. J. Buchanan, California, Mo.

Dear Sir—Noting the enclosed: Please send me a copy of the waybill on which this shipment was received, showing the weights and charges. If the shipment was 351 pounds and charges only \$1.00, there was a large undercharge instead of over-

charge, but I suspect, however, that the 351 was the number of the waybill, and that there was but one box of 41 pounds, which consignee claims weighed but 25 pounds. Did you weigh the shipment and verify the correctness of the charges?

Yours truly,

L. A. FULLER,

General Superintendent.

California, Mo., March 27, 1899.

Mr. M. M. Clark, Agent, St. Louis, Mo.:

Dear Sir—Please note attached your waybill, 274, March 15, covers. Attach hereto exact copy of waybill and say if the 2 boxes were shipped by one consignor or two to enable me to make proper reply. My book shows two boxes, one 35 pounds and one 5 pounds; charges, \$1.00. If two separate shipments billing is O. K., if one it is wrong. Please rush reply.

Yours truly,

I. H. ZEITZ.

California, Mo., April 1, 1899.

Mr. L. A. Fuller, Superintendent, St. Louis:

Dear Sir—Please note attached; this is as received and delivered, and charges as collected are correct. Called on Mr. Buchanan and explained matter rates satisfactory to him. Says oversight of his and was under impression the charges of \$1.00 was on one box only.

Yours truly,

I. H. ZEITZ,

Agent.

St. Louis, Mo., March 28, 1899.

Mr. T. H. Zeitz, Agent, California, Mo.:

.. Dear Sir—I enclose an exact copy of our waybill taken from our impression sheets, which shows two boxes in this shipment, one of 35 pounds and one of 4 pounds. The latter we have estimated at 20 pounds as per card charged on a total of 55 pounds \$1.00, being the correct amount. I find, however, that under the graduate card, the charges would have been the same had the two boxes been classified separately.

I return the correspondence to you, so that you can reply to Mr. Fuller's inquiry as to the weighing of the shipment to verify the correctness of the charges.

Yours truly,

M. M. CLARK.

Agent.

Enclosure as follows :

No. and description of packages.	Weight. lbs.	To whom addressed.	Our charges	Collect.
1 Box.....	35	T. J. Buchanan.....	\$1 00	\$1 00
1 Box glass...	4	T. J. Buchanan.....		

April 4—The following was received:

St. Louis, Mo., April 3, 1899.

Mr. James Harding, Secretary Railroad and Warehouse Commission, Jefferson City, Missouri.

Complaint—T. J. Buchanan, California, Mo.

Dear Sir—Please note that the matter has been settled with Mr. Buchanan to his entire satisfaction.

Yours truly,

L. A. FULLER,

General Superintendent.

There was no error either in billing or in rates charged in this instance. Mr. Buchanan found upon investigation that the amount paid by him was upon two packages, separate shipments, and that he had not been overcharged.

April 6, 1899—The following was received:

Mountain Grove, Mo., April 5, 1899.

Mr. Jas. Harding, Sec'y R'y and Warehouse Com., Jefferson City, Mo.:

Dear Sir—Enclosed please find receipts given to us by Southern Express Company for express on our weekly installment of ready print (one side blank) or commonly called "Patent Side" for country newspaper.

The charge of \$1.65 on 95 pounds is ruining our business here. It is unjust and exorbitant, and we ask that you by all means investigate the matter.

Now, do not trouble the Southern Express Company; they have acknowledged that the rate is too high, and will make a better rate for their part, provided the Adams Express Company will reduce their charge on their haul.

You see Mountain Grove is 270 miles south of Kansas City. The express is hauled 200 miles (or to Springfield) by the Adams Express Company, and the remaining 70 miles by the Southern Express Company. The latter, therefore, have only a small part of the haul.

The house from which we get our paper at Kansas City, The Western Newspaper Union, have asked the "Adams Company to give us a lower rate. The Adams Company have not made the slightest reduction, and refuse to do so. Now we want you to go after them and go after them hard.

If you can do anything for us we should be very glad.

Yours truly,

ADAMS & COGDILL.

The matter was referred to Mr. J. H. Butler, Superintendent, Adams Express Company, and the following were received from him:

Omaha, Neb., April 10, 1899.

Mr. Jas. Harding, Sec'y State Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—I am in receipt of your favor of the 8th, referring to complaint of Adams & Cogdill of Mountain Grove, Mo., regarding joint rate made by Adams and Southern Express Companies on newspaper patent insides shipped from Kansas City to Mountain Grove. I have taken the matter up with a view of satisfying these people, and will advise you of the result.

Yours truly,

J. H. BUTLER,

Superintendent.

Omaha, Neb., April 23rd, 1899.

Mr. Jas. Harding, Sec'y State Board of R. R. Commissioners, Jefferson City, Mo.:

Dear Sir—Again referring to your favor of the 8th in reference to complaint of Adams & Cogdill, of Mountain Grove, Mo., as to rate on patent outside shipped from Kansas City, Mo., I have to inform you that I have this day issued a rate of \$1.25 per cwt. on these shipments, which is the rate this firm asked for.

Yours truly,

J. H. BUTLER,

Superintendent.

April 24, 1899—Letter was written Adams & Cogdill, informing them of action of Mr. Butler.

The following reply was received:

Mountain Grove, Mo., April 28, 1899.

Mr. Jas. Harding, Jefferson City, Mo.:

Your favor of the 24th inst., informing us of the reduction in express rate on "Patent Insides," is received.

Yes, that rate is satisfactory to us. Please accept our thanks for your efforts in our behalf. We are,

Yours very truly,

ADAMS & COGDILL.

July 5, 1898—The following was received:

Lebanon, Mo., July 3, 1898.

R. R. and W. Commissioners, Jefferson City:

Gents—Enclosed find account sales of three coops chickens billed out at this office at 340 pounds, and raised at the east end, St. Louis, to 400 pounds. Now I want you to investigate this matter. The agent here says his book is ready to go in court at any time. I know they were billed out at 340, and it was raised in St. Louis. Now can't you find out about this? Please do investigate the matter. They are raising my stuff all the time.

E. M. FLYNN.

A personal investigation was made in the case by Commissioners Flory and Hennessey, who went to Lebanon on 8th July for that purpose; after full inquiry and hearing statements of complainant and express agent, the Commissioners decided that there was no ground for complaint and, therefore, case was dismissed.

February 24, 1899—The following was received:

Neosho, Missouri, February 11, 1899.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—In the matter of the classification and regulation of express charges I beg to ask some information.

I would like to know the rate from here to St. Louis. I paid 55 cents express charges on 500 sheets of typewriter paper from St. Louis here. Our lodge paid 45 cents on ten small books, statutes of the Grand Lodge K. of P. I give you this to serve as an illustration. There is a general complaint.

We do not mind being robbed, but we want to know it is done under the forms and sanctions of the law.

Please send me your last report and also a printed list, if you have any, of the classifications of express charges.

Yours truly,

LYMAN W. WHITE.

Answered that the charges paid were regular rates, as per graduated rate table on file in this office. The rate on merchandise, St. Louis to Neosho, is \$2 per 100 pounds. The graduated rate table makes the rate, between points named on package weighing not more than two pounds, 25 cents; on package over four pounds, 45 cents; on four pounds and not over five pounds, 50 cents; and on five pounds and not over seven pounds, 55 cents. The charges paid were on a package weighing not less than five nor more than seven pounds. Had package been of the value of \$50, charges would have been no greater. If weight of package was between five and seven pounds, the charges made and collected was in accordance with regular rates, as per Wells-Fargo & Company tariff. Merchandise by mail is one cent per ounce, and if sent by mail a package of five-pound weight would require 80 cents postage. It is very natural for any one paying express charges when same amount to a large proportion of the value of article, to complain of exorbitant charges, but charges are same on all packages up to \$50 in value; charges for express service are necessarily higher than

for service by any other common carriers. The Commissioners made an exhaustive inquiry into merchandise rates as charged by express companies, and being satisfied that they were not unreasonable, considering character of service and liability of carrier, approved the rates.

### CORRESPONDENCE REGARDING CLAIMS.

July 17, 1898—The following was received:

Hermitage, Mo., July 15, 1898.

Railroad and Warehouse Com., Jefferson City, Mo.:

On the 3rd of July, 1897, the depot at Humansville, Mo., burnt up. It is on the Gulf railroad, and I with others, lost some goods in the fire, and they will not pay me for the goods, and I am satisfied they got their insurance on the goods burnt. My loss is only about \$38.00. Some of the goods had been there some 4 days, and the others about 4 hours, and they claim that they are not liable for the loss.

I think you three commissioners can have something to do to help me get it. I live 24 miles from the railroad.

I am, etc.,

E. D. BLAIR.

Answered that the matter presented was one in which the Commissioners had no jurisdiction. Complainant was advised to consult an attorney regarding the claim, as the legal questions presenting themselves are somewhat intricate. The liability of the railroad company would depend greatly upon terms of shipment and published regulations.

March 21, 1899—The following was received:

Ash Grove, Mo., March 21, 1899.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—We have been getting coal from Weir City, Kas., and have paid freight on 20,370 pounds more than we have received since December 13, 1898, to the present time. We received cars which were short in the following order and amounts over the K. C., F. S. & M. R. R. at 5 cents per hundred:

December 13, 1898.....	1,020 pounds
December 31, 1898.....	5,905 "
January 24, 1899.....	8,530 "
February 17, 1899.....	1,480 "
March 2, 1899.....	970 "
March 18, 1899.....	2,465 "
	<hr/>
	20,370
	5
	<hr/>
	\$10 18.50

We tried to get the station agent here to adjust it, but could not get him to do anything at all. He said the railroad company took mine weights and we would have to pay for it.

If you can help us in this matter we will appreciate it very much.

Yours Respectfully,

DOSS KERR & CO.



Answered that there might be a considerable difference between mine weights and Ash Grove weights. The matter being one of interstate traffic, the Commissioners have no jurisdiction.

## CORRESPONDENCE REGARDING STATION HOUSES, STOCK PENS, ETC.

September 9, 1898—The following was received :

Unionville, Mo., Aug. 9, 1898.

Railroad and Warehouse Com'rs, Jefferson City, Mo.:

Gentlemen: Dear Sirs—I write you for information as to my rights and remedy. I am a shipper of live-stock from Boynton, Pollock, Lemenville and Mendota, Mo., on the C., B. & K. C. railroad. The C., B. & K. C. and Wabash have a joint rate from here to Ottumwa, Iowa, of 13 cents per 100 pounds. The C., B. & K. C. gets 9 cents to Moulton, 28 miles; Wabash gets 4 cents from Moulton to Ottumwa, Iowa, distance, 40 miles. The C., B. & K. C. run three stock trains a week and one local freight each way, except on stock days. I sometimes buy one-half load at Boynton and finish at Lemenville, and one-half load at Unionville and fill out at Mendota, for which they refuse to do unless they run a local freight that day, and then they don't get into Moulton in time to make connection with Wabash; the reason, they claim, there are no stock yards at the station; it is  $\frac{1}{2}$  mile on side-track. In consequence of taking that day, I am laid out 24 hours, an expense of about \$15 a load. I have repeatedly asked them to put yards in at depot, but they do not do it. They have no yards between Unionville and Cincinnati, Ia., distance, 15 miles. The 9 cents joint rate is higher than their local tariff rate is. Now will you please tell me my rights and remedy, if I have any. Hoping to hear from you soon,

Yours truly,

J. L. BRASFIELD.

September 18—The following was received from Mr. D. O. Ives, G. F. A., etc., to whom the matter had been referred:

St. Louis, Mo., Sept. 17, 1898.

Honorable Joseph Flory, Railroad Commissioner, Jefferson City, Mo.:

Dear Sir—I enclose herewith a letter from Mr. Brasfield, of Unionville, Mo., in regard to stock pens at Mendota, which you left with me some time ago.

I take pleasure in advising you that our management has given authority to build some new pens at Mendota and work will be commenced very soon.

Trusting this will be satisfactory, believe me,

Yours truly,

D. O. IVES.

Mr. Brasfield was notified accordingly.

August 15, 1898—The following was received:

To the Hon. Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—We, the citizens and patrons of the Chicago and Alton railroad, at Curryville, Mo., respectfully represent.

That the depot of said railroad company was burned, a total loss, about a year ago. That the said railroad company put up a rough board shanty of quite small and inadequate dimensions, in which there is the greatest discomfort from the cold in winter, from heat in summer and from rains, it being almost impossible to keep dry during a rain, the roof being of tarred paper. In winter ladies either have to stand out on platform or go in agents private office and mix with all classes of men. In summer must stay on platform in the hot sun or swelter in a very small room without ventilation. We further represent that the ordinary car house for section

men's tools on the road is a mansion compared with our depot. We, therefore, pray your Hon. Body to investigate this matter that justice may be done an honorable and law-abiding people.

J. W. HAWKINS, Cashier Bank of Curryville.  
O. H. MEYHENS,  
T. W. FORD,  
ROUS ROCKET,

And thirty others.

Matter was referred to Mr. C. H. Chappell, V.-P. and Gen'l Manager Chicago & Alton R. R., and the following was received:

Chicago, Ill., Aug. 19, 1898.

Hon. James Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Your kind letter of August 17th, addressed to General Manager Chappell, received during his absence. It will be placed before him as soon as he returns to the city, which will be about Sept. 1st.

The communication relates to the presentation of a petition for better station house at Curryville.

Yours truly,  
J. T. WOOD,

General Managers Ass't.

The matter of station houses is one in which the Commissioners have no authority, but they, nevertheless, do whatever they can towards carrying out the wishes of the public as regards station houses, and very often have succeeded in securing the erection of buildings where needed, but where, for some reasons, proper station facilities had not been accorded.

December 5, 1898—The following was received:

Swarts, Vernon County, Mo., Dec. 3, 1898.

To Railroad Commissioners, Jefferson City, Mo.:

Dear Sirs—Gentlemen, myself and patrons of the K. C., P. & G. railway, at this station, kindly ask you to assist us in again having this station opened up for business, there being a depot here and closed, no agent, and patrons receiving no accommodation of any kind, and during the past month there has been 10 cars of stock and grain hauled over this line out of our State and shipped over competing line in state of Kansas. This will continue all the balance of the time this station remains closed, in freight and passenger traffic. Hoping you will assist us in reopening this station.

Yours truly,

G. S. SWART.

P. S.—This station some months shows \$600 receipts, and is in a first-class grain and stock center, and wood and ties, and not making a showing for our State under the present circumstances. I can send petition of over 100 patrons, if required. This company can get an agent to work at this point for \$25 per month and at this rate this station will readily pay the company.

The following replies were received:

Kansas City, Mo., Dec. 15, 1898.

Mr. James Harding, Commissioner, Jefferson City, Mo.:

Dear Sir—I have yours of the 9th concerning the appointment of a station agent at Swart, Mo. Will look into the matter at once and let you hear from me at an early date.

Very truly yours,

ROBERT GILLHAM,

General Manager.

Kansas City, Mo., Dec. 21, 1898.

Gen. James Harding, Commissioner, Jefferson City, Mo.:

Dear Sir—Referring again to yours of the 9th inst. the station at Swart was closed for the reason that we did not think the business was sufficient to justify the expense of an agency, but we will reopen the station on January 1st and try it again and see whether the business will justify its being kept open.

Very truly yours,

ROBERT GILLHAM,

General Manager.

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January 19, 1899—The following was received:

New Franklin, Mo., Jan. 18, 1899.

Board of Warehouse and Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—At the request of the citizens of New Franklin, Mo., and of the people living in the surrounding country, I write you to do what you can to force the M., K. & T. R. R. company to put stock yards at this point. We have a town of 1,200 people and have not a sign of stock yard. The citizens gave the M., K. & T. Railroad company five acres of land for a depot site and for stock yards. The railroad company has promised them for over five years, but as yet nothing has been done and our stockmen and farmers are compelled to go from three to six miles in order to load their stock. Please do what you can to have the railroad company put in stock pens at this point at once and you will receive the thanks of the citizens of New Franklin and vicinity.

Answered, stating that this Board had no authority regarding the matter presented, but would refer same to Gen. Manager Allen, recommending that stock pens be put in as desired.

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February 1, 1899—A letter was written Mr. B. F. Yoakum, Gen. Manager St. L. & San Francisco R. R., recommending the erection of a suitable station house at Robertsville, Franklin county, Mo.

March 20—Letter of similar import was written Mr. Yoakum.

The following replies were received:

St. Louis, Mo., Feb. 4, 1899.

Mr. James Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Your letter of Feb. 1st, addressed to Mr. Yoakum, relative to station facilities at Robertsville, is received during his absence in the East and will be called to his attention on his return. I believe we already have a suitable station building at that point, however.

Yours truly,

B. F. YOAKUM.  
Per C. H. B.

St. Louis, Mo., April 15, 1899.

Mr. Joseph Flory, Chairman Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have your letter of March 20th and have looked carefully into the subject matter of same. The business at Robertsville is quite light, averaging about for freight forwarded, \$35.00; freight received, \$20.00; ticket business, \$30.00 and \$40.00. You can rest assured, however, that we will do everything we can to furnish additional improvements as fast as the business will justify it.

Yours very truly,

B. F. YOAKUM.

February 12, 1899—The following was received:

Odessa, Mo., Feb. 10, 1899.

Hon. Joe Flory, Esq., Chairman Board, Jefferson City, Mo.:

Dear Sir—Our people want your Board intercede with the C. & A. for more waiting room in their depot here.

We have only one waiting room, and this is usually filled with men who smoke, and this makes it not a very desirable place for ladies to stay while awaiting for trains. We want a ladies waiting room.

If your Board want a petition from our citizens it can be furnished. Please let us know.

Yours truly,

CHAS. R. CREASEY.

Answered, advising that a petition signed by citizens interested, asking for improved passenger station facilities at Odessa, be forwarded to this office, and that the Commissioners would do all in their power to induce the C. & A. officials to comply with the request of petitioners.

Nothing further was heard regarding the matter.

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September 27, 1898—The following was received:

Linneus, Mo., Sept. 26, 1898.

Hon. Jos. A. Flory, Railroad Commissioner:

Dear Sir and Friend—You will recollect that your Board took action last spring toward securing for the people along the C., B. & K. C. better train service. The road promised you at that time that should business improve in the fall that it would put on the desired trains. Mr. W. E. Cunningham, superintendent, and Mr. John DeWitt, traveling passenger agent, have each made a trip over the C., B. & K. C. in the last two weeks looking up the matter for the company. Enclosed find a statement of about the time the people desire the train service. Please take the matter up through your Board once more and urge the early commencement of the additional service upon the lines suggested by the enclosed showing.

It is now proposed that the extra service shall commence at Mendota (the great coal mining town), as the yard, coal and water facilities are splendid there, and there are always plenty of loads from which a train can be made up.

Kindly urge that the service be inaugurated immediately and confer a great favor upon the people of this portion of the state.

Yours truly,

JOHN W. NORTHCOTT.

Enclosed as follows:

Train No. 7 as now run.	Proposed service by No. 7.		Proposed service by No. 8.	Train No. 8 as now run.
	6: a. m.....	Unionville.....	7:35.....	
	6:16 a. m.....	Lemons.....	7:20.....	
	6:30 " .....	Pollock.....	7:05.....	
	6:45.....	Boynton.....	6:50.....	
	7:00.....	Milan .....	6:35.....	
	7:15.....	Cora.....	6:20.....	
	7:30.....	Browning.....	6:00.....	
	7:45.....	Purdin.....	5:45.....	
	8:00.....	Linneus.....	5:30.....	
8:20 a. m.....	8:20.....	Laclede.....	5:15.....	6:15 p. m.....
8:38 a. m.....	8:38.....	Forker.....	4:40.....	5:45 p. m.....
9:00 a. m.....	8:55.....	Sumner.....	4:25.....	5:25 p. m.....
9:40 a. m.....	9:25.....	Hab.....	4:05.....	4:45 p. m.....
10:25 a. m.....	10:00.....	Tina.....	3:40.....	4:05 p. m.....
11:00 a. m.....	10:20.....	Bogard .....	3:20.....	3:30 p. m.....
11:35 a. m.....	10:40.....	Carrollton.....	3:00.....	3:00 p. m.....
A run of 39 miles in 3 hours and 15 minutes.	To run as through freight with com- bined passenger and mail coach and as local be- tween Laclede & Carrollton.	This service will ac- commodate the peo- ple and will not re- quire an additional train, engine and crew.	To return same day, making a run of about 90 miles each way instead of only 39, as at present.	Same train re- turns in the afternoon to Laclede in 3 hours and 15 minutes.

Matter was referred to Mr. Howard Elliott, Gen. Manager, etc., and reply received as follows:

St. Louis, October 4, 1898.

Mr. James Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Your letter of October 3rd is received.

Mr. Elliott is in the East at present, and will return next, when your communication in regard to putting new train service on the C., B. & K. C. road will be laid before him.

Yours truly,

A. V. BURNS,  
Chief Clerk.

Further correspondence and conference was had concerning the change of time, but nothing was effected.

October 27, 1898—The following was received:

Malta Bend, Mo., Oct. 26, 1898.

Hon. J. Flory, Railroad and Warehouse Commissioner:

Dear Sir—The J. C., B. & L. division of the Mo. Pac. railroad is giving very bad service. The only trains each way are one going east and one going west. They are mixed trains, through and local freight, passenger, express, mail and stock, all combined in one, and they are hardly ever on time, from a few minutes to several hours

late. Are we not entitled to better service? If so, how can it be brought about? Please give me full instructions how to proceed and there will be an appeal made all along the line.

Yours truly,

WM. M. ROZELL, P. M.

By order of patrons of office.

The matter was referred to Mr. W. B. Doddridge, Gen. Manager Mo. Pacific R'y, and reply received Nov. 2, as follows:

St. Louis, Mo., Nov. 1, 1898.

James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Yours of 31st ult., relative to unsatisfactory mail service between Boonville and Myrick, on J. C., B. & L. division of the Missouri Pacific railway, is at hand. I will take up this subject with our transportation department.

Yours truly,

W. B. DODDRIDGE,  
General Manager.

November 13—The following was received from Mr. Doddridge:

St. Louis, Mo., Nov. 12, 1898.

James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Answering your favor of the 31st ult., relative to complaint filed with the Board of Railroad and Warehouse Commissioners of the State of Missouri, alleging unsatisfactory mail service on the Jefferson City, Boonville and Lexington division of the Missouri Pacific Railway:

In order to avoid delay to train No. 172, which was held at Myrick for merchandise from Kansas City on train No. 198, we began on October 29th forwarding J. C., B. & L. merchandise car from Kansas City on train No. 336 to Independence, moving it from that point to Myrick in coal train during the night, which gets to Myrick in time for No. 172 to leave there without delay.

As special effort is now being made to keep these trains on time, I trust there will be no further cause for complaint.

Yours truly,

W. B. DODDRIDGE,  
General Manager.

November 27, 1898—Petitions, numerously signed by citizens of Malta Bend, Waverly and Dover and vicinities, were received, asking that the Commissioners do whatever in their power laid to bring about an improved train and mail service on the line of road from Tipton to Myrick Junction, over the Boonville branch, and the Jefferson City, Boonville & Lexington division of the Mo. Pacific R'y. It was ordered by the Board that a conference be held with Gen. Manager Doddridge regarding the matter. Conference was had on December 1, 1898.

February 3, 1899—The following was received:

St. Louis, Mo., Feb. 3, 1899.

To the Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sirs—In December last your Board requested our company to establish a daily passenger service between Tipton and Myrick Junction, over what is known as our J. C., B. & L. division. I promised that I would investigate the matter and give you a reply.

I have made a full investigation, and now beg to advise you that the present train service on the division between the points named is all that the business using

it will justify, and that our company could not provide the separate passenger service requested and make the same pay the cost of operation. I am very sure that your Board has no desire to insist that any company in this State shall provide a passenger service which will not pay expenses, and which, therefore, will impose a positive and substantial loss upon the company. Such would be the case if we were to put on the passenger service desired. If the business justified it, we would be very glad to meet with your request, but the existing service is more than adequate for the business which uses the line.

Very respectfully,

W. B. DODDRIDGE,  
General Manager.

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January 23, 1899—A letter was written Mr. A. A. Allen, Gen. Manager Mo., Kansas & Texas R'y, asking if it would be possible for him to arrange to stop passenger trains on M., K. & T., at Bremen avenue, St. Louis, for the accommodation of live stock shippers and others doing business at the Union Stock Yards. It was not expected that any station facilities would be furnished, but merely the opportunity to get on and off trains.

The following were received in reply:

St. Louis, Mo., Feb. 10, 1899.

Mr. Joseph Flory, Chairman Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Replying to your favor 9th instant, would say that immediately upon receipt of your communication of January 23rd, the matter was placed in the hands of our general superintendent, who will, we have no doubt, be able to make definite report within reasonable length of time as to advisability of stopping our trains at Bremen avenue, St. Louis, and immediately upon its receipt will have pleasure in advising outcome.

Yours truly,

A. A. ALLEN.

St. Louis, Mo., Feb. 23, 1899.

Mr. Joseph Flory, Chairman Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to your favors of January 23rd and February 9th, in regard to stopping our passenger trains at Bremen avenue, St. Louis.

I regret the delay in making definite reply, but same has been caused by the exceedingly thorough investigation of the matter, which has been in progress since receipt of your first communication on the subject.

It is our final conclusion that we cannot safely make the arrangement for stopping our passenger trains at the point named, notwithstanding the pleasure it would give us to comply with the request of the parties making the petition, as well as the desire of your Honorable Board.

While the matter of economy in the handling of our heavy through trains would dictate that we did not make such stop, other, and as it we consider more important reasons have been made the foundation of our decision, the most important of which lie in the danger to passengers boarding or alighting from such trains, account of the number of regular trains passing the point in question, as well as the large amount of switching constantly being performed in that immediate vicinity. Examination shows that it is not practicable to locate a platform for the convenience of in-bound trains and very difficult to put in one for out-going trains, rendering it practically impossible to furnish proper and safe facilities for the handling of passengers.

A careful investigation by our traffic department does not disclose a sufficient amount of passenger business that would be benefited by the action desired to warrant incurring any risk to the traveling public.

With every desire to carry out the suggestion and wishes of your Board, we are confident our decision is warranted by existing conditions and that an investigation upon the part of your Commission would result in justifying the position we have taken.

Yours truly,  
A. A. ALLEN.

St. Louis, Mo., April 1, 1899.

Mr. Joseph Flory, Chairman Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Again referring to matter of stopping our trains at North Market street or Bremen avenue, and directly replying to your valued favor 20th March, 1899, I am obliged to advise that we cannot consistently comply with the expressed wishes of complainants, for the simple reason that we have only trackage rights between St. Louis and Texas Junction.

The matter has been gone over thoroughly, and to say the least we regret not seeing our way clear to comply with the wishes of your honorable people.

Yours truly,  
A. A. ALLEN.

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January 27, 1899—The following was received in reply to letter from this office, regarding a connection at Clark, Mo., between trains of the Wabash and Chicago & Alton railroads.

St. Louis, Mo., Jan. 26, 1899.

Mr. Joseph Flory, Chairman Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have your letter of the 21st inst. in regard to connection between Wabash No. 12 and Alton No. 8 at Clark.

Our train No. 12 has been running on practically the same schedule for several years. We cannot change its present time without interfering seriously with the schedules of other passenger trains with which it connects at Moberly.

Prior to last August the Alton train passed Clark at 2:20 p. m., making connection with our No. 12. In August they changed their train to pass Clark at 1:50 p. m., breaking the connection with us.

Possibly if the circumstances are explained, the Alton officials may be able to change their train back again without inconvenience.

Yours truly,  
H. L. MAGEE,  
General Superintendent.

And on February 5, 1899, the following was received from Gen. Manager Chappell, on same subject:

Chicago, Ill., Feb. 4, 1899.

James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I have your communication of January 30th relative to a connection between Chicago & Alton train No. 48 and Wabash train No. 12 at Clark station.

We would be very glad indeed to meet the views of the Commission in this matter, were it practicable to do so, but unfortunately we are hampered by connections which make it impossible at this time.

The change made last August was brought about by a change on the Union Pacific, they leaving Kansas City earlier. They are our through line between Kansas City, Denver and the west, and of course, we must make that connection.

In the event that they should again change so that we could still make that connection, and also make the connection at Clark, we would be very glad to do so.

Yours truly,  
C. H. CHAPPELL,  
Vice-Pres. & Gen'l Manager.



March 12, 1899—The following letter, together with a petition, numerously signed by citizens of Centreview and vicinity, asking for a hearing regarding train service at that place, was received:

Centreview, Mo., March 9, 1899.

Railroad and Warehouse Commissioners:

Dear Sirs—I write you this line and send you a petition of some of our business men and citizens asking you to hold a court of inquiry about our railroad accommodations, and please let me know where and on what day you could visit us at this place. Will you please answer. Excuse this writing, as my sight is very poor.

Yours very truly,

JOHN H. KINYOUN.

To the Honorable Board of Railroad and Warehouse Commissioners of the State of Missouri:

The subscribers, residents and business men of Centreview, Mo., and vicinity respectfully represent to your Honorable Body:

That they have not under the present arrangement of the Missouri Pacific Railway company the facilities for travel that their needs require, or that the spirit of the laws of Missouri contemplates giving them; and they, therefore, respectfully petition your Honorable Body, praying that you will at an early date hold a court at this place, whereat the matter in question may be fully heard.

And in support of the above petition, we respectfully submit there is at this time but one train per day, bound either east or west, stopping at this place for the carrying of passengers, and that appeals to the railroad company for further facilities are unheeded.

Very respectfully, etc.,

JOHN H. KINYOUN, A. M., M. D.

J. R. BOZATTH, M. D.

DANIEL D. WHARTON.

And fifty others.

Letter was answered March 15, stating the Commissioners had already done what they could to induce the Mo. Pacific officials to grant additional train service at Centreview, but could accomplish nothing, having no authority as regards the running or management of trains.

June 2, 1899—The following was received:

Chicago, Ill., June 1, 1899.

Mr. T. J. Hennessey, Jefferson City, Mo.:

My Dear Sir and friend—I have forwarded to Mr. Flory, President of the Board, a petition from citizens of the town of Fisk, in Butler county, in relation to a change for place of stopping train by the Calro branch of the Iron Mountain railway. I am personally acquainted with the situation there and the people signing this petition are all my personal friends.

The letter from Mr. Lee, directed to me, enclosed explains the situation.

If it is possible I would like for you to have the matter taken up at as early a date as possible and I ask of you that you have the order made as desired by these citizens, directing the railway company as prayed for in the petition.

Very respectfully yours,

J. B. REYNOLDS.

Fisk, Butler County, Mo.

D. Hardy, Esq., Superintendent Missouri Division, St. L., I. M. & S. Railroad Co., DeSoto, Mo.:

Dear Sir—We, the undersigned, have reliable information that Col. H. Hortsman will not rebuild the building that was formerly occupied as express and ticket office on the east side of the St. Francis river, and consequently there is no place on that

side of the river for the accommodation for the patrons of the road, and we would ask that you order a stop on this side of the river for passenger trains, as a very large amount of the passenger traffic has to cross the river to get on the trains, and we know that you are informed as to the amount of freight handled at this point, and we would further ask that a depot building be erected and Mr. J. H. McAnally be installed as freight and ticket agent, and if the company does not desire to build on this right-of-way we will furnish sufficient ground for the building.

JOHN. F. JORDAN,  
T. M. MATHIS,  
A. C. LEE & CO.,  
J. A. M'COLLUM,  
JNO. A. HAYES,  
And others.

Fisk, Mo., April, 1899.

D. Hardy, Esq., Superintendent Missouri Division St. Louis and Iron Mountain Railroad, DeSoto, Mo.:

Dear Sir—We, the undersigned citizens of Poplin and vicinity, Stoddard county, Mo., respectfully ask that the station, ticket office and express office of said railroad company on the east side of the St. Francis river be closed or discontinued and that said office be opened up on west side of river, and that the company build a depot, and that the regular stopping place for their trains be changed from east side to west side of river.

G. W. PARKS,  
O. S. STEWART,  
WALTER MULLINS,  
H. G. GRAVES,

And others.

The matter was referred to Gen. Supt. Peck, of the St. L., I. M. & S. R'y, and the following reply received:

St. Louis, Mo., June 5, 1899.

James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Your favor with reference to removal of station from Poplin to Fisk received. The two villages are on either side of the St. Francis river, and very near to each other. There appears to be an issue as between the people of Fisk and Poplin as to who shall have the depot, and that they are about equally divided. For this reason, we have thought best not to meddle in the family quarrel.

Yours truly,

E. A. PECK,  
General Superintendent.

P. S.—I will have Superintendent Hardy, of our Missouri division, go to Fisk and look over the situation. It is immaterial to the railway company at which point our trains make stop. We simply desire, if possible, to satisfy the public.

E. A. P.

After a lengthy correspondence regarding foregoing matter, it was decided to make a personal investigation into the conditions existing at Fisk, in order that proper recommendations might be made to the St. L., I. M. & S. management regarding the location of a station house there, and therefore the commissioners visited Fisk on 19th June.

June 30—The following action was taken.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, June 30, 1899 }

In the matter of the petition of citizens of Fisk, Butler county, asking that a station be established at that point, St. L., I. M. & S. railway, the following action was taken.

It appearing from the evidence offered, that fully three fourths of the transportation business of country adjacent to Fisk would be better accommodated at that point

than at station on east side of river, the Commissioners recommend the management of the St. L., I. M. & S. railway to establish a station with proper facilities for the accommodation of freight and passengers at Fisk.

A true copy from record.

JAMES HARDING,  
Secretary of the Board.

Copies of foregoing order were mailed to parties interested June 30, 1899.

## CORRESPONDENCE RELATING TO SPUR TRACKS AND SWITCHES.

July 8—The following was received:

Hogan, Iron County, Mo., July 7, 1898.

Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—We would like to know if there is any law requiring railroad to maintain switches for loading cars, for the public use at any specified distance apart.

We are under the impression they were required to maintain such switches about four miles apart.

We would not like to ask anything unreasonable and therefore write you for such information as you can give.

Also advise if any one is required to make a contract with them to have a switch put in or to maintain one already in position but not much used.

Their form of contract seems rather too comprehensive.

Respectfully,  
W. J. LEE & SON.

Answered as follows:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, July 23, 1898. }

W. J. Lee & Son, Logan, Mo.:

Gentlemen—Replying to your inquiry, regarding sidings. There is nothing in the law of this State in any way governing the location of sidings or switches. The law provides, however, that railroad companies must provide, put in and maintain switches for connection with tracks built by private parties when the Railroad Commissioners, being satisfied that the circumstances warrant it, approve the application for such connection. The entire cost of track, switch and frog is paid by the party applying for the connection. (See Sec. 2623, R. S. 1889.)

Very respectfully,  
JAMES HARDING,  
Secretary.

November 18, 1898—The following was received:

Waverly, Mo., Nov. 16, 1898.

To the Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—We, the Silver Creek Coal company of Waverly, Mo., having completed a coal mine for the output of a capacity of 60 to 80 tons per day, do petition and make this our application to the aforesaid Railroad Commissioners for a switch to convey said coal to market. That we make further application and ask that the aforesaid switch which the said Silver Creek Coal company applies, shall be connected with the main track at the said place of business.

That we, the Silver Creek Coal company, make further application, as follows: That while the output now will amount to 60 or 80 tons per day, that after further development of said mine it will amount to greater capacity.

That we furthermore make application and ask the Honorable Board of Railroad Commissioners to make, or cause the same to be made, such inquiry or investigation in reference to the aforesaid matter as they may deem just and proper, and await an early reply.

We beg to remain yours,

SILVER CREEK COAL COMPANY,

By W. V. SMITHSON,

Attorney at Law.

November 25, 1898—Personal examination of location of mine and amount of output to be reasonably expected was made by the Board.

November 30—The Board approved the application of the Silver Creek Mining Co. for a spur track connection with the Mo. Pacific R'y at Waverly. The coal company and also Mr. Doddridge, Gen. Manager Mo. Pacific R'y, were duly notified of the action of the Board.

January 7, 1899—The following was received:

Waverly, Mo., Jan. 7, 1899.

Secretary Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—As some time has elapsed since granting our application for a proposed switch to our new coal shaft, would suggest that you take the matter up again, and inform us what steps are necessary to have the track put in at once. We are at this time hauling it in wagons to the side-track at the depot; and would also suggest that this damages the coal by handling, and compels us to take a less price for it than we could get by loading it directly into the car. Kindly advise what action, if any, is necessary, as we must have the track at once or quit shipping.

Yours truly

SILVER CREEK COAL CO.

Answered June 11, as follows:

"The Commissioners have gone to the extent of their authority in the matter of the track connection with the Missouri Pacific R'y, desired by you. The law gives them no power to order track connection to be made in cases like yours, as you will see by reference. The Commissioners must approve the application for such connection, after which the parties applying can grade and lay track for same. Upon completion of track, ready for connection, the railroad company is required to furnish frog, switch stand and other material necessary, and complete the connection desired. All work, including materials and labor, must be paid for by parties desiring the connection."

April 4, 1899—The following was received:

Liberal, Mo., April 3, 1899.

Secretary Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—I write you for information in regard to a railroad switch on Memphis route railroad.

The people have petitioned the company to build this switch at a point about midway between Liberal and Iantha. The company has not answered petition yet.

I want to know if there is any law in regard to this matter, and any information that you can give us will be gratefully received. Liberal and Iantha are about 9 miles apart.

Yours respectfully,

I. N. WIMMER.

Mr. Wimmer was informed by letter April 5th, that the Board had no authority in the matter presented. That in cases where a spur track connection was desired by owners or operators of an industry operated within a reasonable distance of any railroad track, the Commissioners, if found proper, approve an application for such spur track, and that when track was built by party applying, connection must be made by railroad company. All expenses, however, to be borne by applicant.

### CORRESPONDENCE REGARDING CAR SUPPLY.

January 1, 1899—The following was received:

Winston, Mo., Dec. 30, 1898.

Railroad Commissioners, Jefferson City, Mo.:

Gentlemen, Your Honor—I very much regret that I am put to the necessity of complaining to you. On December the 16th, 1898, I gave station agent of the C., R. I. & P. railway here at Winston an order for two 34-foot plain flat cars, to be loaded with logs at Mable, Mo., on C., R. I. & P. railway. The next day following agent told me one car had been set in for me, and the other one would be set in by the time I had the one loaded. On Monday following I took two men and one team, at an expense of three dollars per day, went to Mable, found 30-foot car. I loaded it with 31 logs which measured 2,278 feet. I then waited until Thursday noon following for the other car, at \$3.00 per day expenses; logs were taken out Friday, 23, weighed at Cameron, Mo., car No. 12415, C., R. I. & P. flat: 31 logs; 2,273 feet, was weighed (34,400) as reported to me by agent; car was set out at Cameron and remained until Monday night, the 26th.

I do not believe the car was overloaded, and if it was, it is no fault of mine as I did not order any 30-foot car, nor do I want them for logs; I do not know the charges on the cars yet as I have not got expense bills. On Monday, the 26th, I went to Kansas City to measure up these two cars of logs and the one car sitting in Cameron. Agent here told me car had gone in. Now, gentlemen, it is not right for the C., R. I. & P. Railroad company to subject a man to this much trouble and expense on two shipments of logs. I wrote train master at Trenton in regard to this matter Monday; have not heard from him. I want \$25.00 from C., R. I. & P. Railroad company for this trouble and additional expense on the shipments. Kindly give this matter your attention and let me hear from you. I would be pleased to have you send me one of your latest reports.

I am very truly yours,

R. C. EDWARDS.

Matter was referred to J. M. Johnson, Freight Traffic Manager C., R. I. & P. R'y, in letter January 5, 1899.

February 13, 1899—The following was received:

Winston, Mo., Feb. 11, 1899.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen, Your Honor—In the matter of complaint to you of the failure of the C., R. I. & P. Railway company to furnish me cars as ordered for logs, and also delaying same car while in transit on account of their own negligence, has not been reported to me yet. It is a matter which could be settled in a few days, if they were disposed to do what is right in the matter. I am willing to leave this matter to Your Honor and abide by your settlement with the company. I ought not to be subjected to any additional expense on account of their own mistakes, and I don't propose to.

I am perfectly willing to treat them fairly, and I don't want one cent from them that is not right. I have to pay them for all I get from them and I want them to treat me right. I would like to know what they propose to do, if anything.

Very respectfully,

R. C. EDWARDS.

February 14, 1899—Letter was written Freight Traffic Manager Johnson, calling attention to letter from the office January 16th ult., regarding complaint of Mr. Edwards, and requesting immediate reply.

February 25—The following was received:

Chicago, Ill., Feb. 24, 1899.

James Harding, Secretary Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—We have been investigating the complaint of R. C. Edwards, Winston, Mo., since receipt of your favor of the 16th ult. We find that there was, to a certain extent, failure to supply cars promptly for the shipments of logs, but this delay was due entirely to the fact that there was but one flat car on that division at the time the order was received. That car was furnished promptly, and the second car was furnished just as soon as it was possible for us to get one from another division of the line.

The delay en route to one of the cars was on account of its being overloaded by the shipper some 1,400 pounds in excess of the marked capacity, which necessitated its being taken out of the train at Cameron and held there until proper examination could be made, after which it was forwarded promptly. There certainly would have been no delay whatever to this car had not the shipper loaded it in excess of its marked capacity, and as we understand he was a practical log man, there was no excuse for his overloading the car, except that he had a certain amount of logs he wanted to get to market, regardless of the capacity of the cars furnished for the shipment.

In view of these facts, we feel that no blame whatever attaches to this company, as had the car been loaded properly, there would have been no delay.

Yours truly,

J. M. JOHNSON.

F. P. M.

March 1, 1899—Letter was written Mr. Edwards as follows:

"Mr. Johnson, Freight Traffic Manager, states that the only flat car on the division was furnished you promptly, and another as soon as possible thereafter, and that first shipment was delayed at Cameron on account of overloading. As regards the failure to furnish the second car ordered, the Commissioners decide that unless it can be shown that such failure was the result of negligence on the part of the company, it cannot be held responsible for your costs on account of delay. All that can be required of a railroad company in supplying shippers with cars is, that reasonable promptitude be had, and that no discrimination be made as between shippers. If you can show negligence or unreasonable delay on the part of the C., R. I. & P. R'y Co. in supplying you with cars as ordered, the Commissioners will promptly take up the matter for hearing.

## CORRESPONDENCE—MISCELLANEOUS.

September 2, 1898—The following was received:

Live Stock Exchange, Stock Yards, South St. Joseph, Mo., Sept. 1, 1898.  
 Railroad Commissioners, Jefferson City, Mo.:

Dear Sirs—It is prescribed in the Statutes that the railroad companies shall furnish water in stock yards at stations on their line for the convenience of shippers of live stock to use in watering hogs. Or does the law consider it one of the necessary equipments of the railroad stock yards to have necessary water in the stock yards to keep hogs from dying from heat. Please address me your answer at Fairfax, Mo.

Your very truly,

J. H. YOUNG.

Answered, that there was nothing in the railroad laws of Missouri, relative to furnishing water to shippers for the purpose of watering live stock, but that it was the usual custom on railroads to furnish water, where necessary, for the proper care of live stock en route; but the law in no manner provides that this shall be done.

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March 4, 1899—The following was received:

Washington, Mo., March 3, 1899.

Railroad and Warehouse Commissioners of Missouri, Jefferson City, Mo.:

Gentlemen—The passing season ('98 and '99) caused an extra demand for fuel. In the middle of February I ordered a car load of coal at St. Louis, and on the 17th it was shipped to me on the Mo. Pacific as per exhibit hereto marked "A." Although we are only 54 miles west of St. Louis, this car, No. 6077, never got here till the 25th as per exhibit marked "B." Those 7 days were the coldest ever known here. I had engaged, promised and contracted to deliver this coal to a dozen different families, who needed and must have coal this unheard of cold weather. See exhibit "C." There was no accident on the road. The Missouri Pacific had her freight trains here regular every day, and why did not they hitch on my car? Such stubborn indifference is intolerable. And, as an additional cause of complaint, is the fact that I never got all the coal loaded and charged to me. This neglected car was undoubtedly noticed by some poor people and was plundered. The teamster who unloaded the car said that there was a hole in the coal big enough for a wagon load—about 40 bushels out.

The foregoing, it seems, is not all the complaint this time. As you will see from exhibit "D," a letter from Donk Bros. Another car since, No. 6100, loaded with Domestic Egg Coal, is likewise on a bum. Must people suffer all such damaging carelessness?

Very respectfully,

H. WELLENKAMP.

Answered, that unless a shortage in car load of coal could be proven by proper evidence, the Commissioners could do nothing in the matter. The Commissioners' opinion is that upon a shortage being discovered, a refusal to receive the shipment should have been made. As regards delay in transportation, in order to base a claim for damage on that account, negligence or discrimination on the part of the company would have to be shown.

April 19—The following was received:

St. Louis, Mo., April 18, 1898.

Jas. Harding, Secretary Missouri Board of Railroad and Warehouse Commissioners,  
Jefferson City, Mo.:

Dear Sir—Will you kindly advise me if the Railroad Commission have made a ruling in the State of Missouri as to what weight is a car-load of merchandise within the State. Also, if section 2595, page 656, Revised Statutes, would apply on merchandise as well as live stock and grain. If any ruling has been made, kindly give me copy of same.

I suppose you are aware that western roads are trying to advance minimum weights on a large number of commodities, giving as reason the increased capacity of cars. While on such commodities as we can stand increases we have no objection, at the same time, the proposition as now before the association would be very injurious to the buyer of small car loads in the interior.

Your very truly,

A. J. VANLANDINGHAM,

Commissioner.

Answered, that no ruling as regards a car load minimum for merchandise has been made by the Board. The provisions of Sec. 2595, Rev. Stat. referred to, as regarding minimum load, clearly refer to mixed live stock only, the section reading, "shall be deemed the minimum weight for a car load of such mixed stock."

November 6, 1898—The following was received:

St. Louis, Mo., November 5, 1898.

Hon. James Harding, Secretary Railroad and Warehouse Commission, Jefferson City, Mo.:

My Dear Sir—I enclose copy of an order that we have found it necessary to issue in order to continue serving the public with our railroad. The condition of our yard, in North St. Louis, is such that we are obliged to take the step outlined in the order, or take the less desirable one of issuing an order that we cannot receive any more grain at country stations, destined to or through St. Louis, until the present congested condition is relieved.

This, of course, is a proposition that we do not wish to take, that the grain trade does not wish us to take, and that I feel sure the Commission does not wish us to take. We hope that the new order will be only temporary, and that we can resume previous conditions in a short time.

I desire to explain this to you and the Board fully, as we wish to work in harmony with you in every way possible, and as we wish to build up and develop business in the State of Missouri, including that of the railroads.

Yours truly,

HOWARD ELLIOTT,

St. Louis Traffic Bureau, November 4, 1898.

Circular No. G—31. Suspension by K. Line of rule for holding grain on tracks, etc. To All Interested; the following explains itself:

"I send you herewith copy of circular that we feel obliged to issue today on account of the present congested condition of grain traffic at St. Louis.

"I think very likely you are familiar with the present situation, but I will try to see you tomorrow and explain it to you fully.

"Will you kindly see that the information contained in this circular gets to the members of your Bureau, who are interested?

"Yours truly,

A. T. PERKINS."

“(Signed)



"St. Louis, Keokuk & Northwestern Railroad Company:

"St. Louis, November 3, 1888.

"On account of large accumulation of grain at St. Louis, and East St. Louis, due to practice of holding grain for inspection and orders, and consequent difficulty of disposing of loads promptly, and of providing convenient track room for inspection and sampling, this company will cease to hold grain for orders or inspection, which arrives after 6 p. m., November 7th.

"Grain billed through, care of connecting lines, will, as far as conditions allow, be sent direct to those lines, if such lines are able to provide cars to receive it.

"Grain not consigned through, and not for specified tracks, mill or warehouse delivery, will be sent at once to elevators.

"A charge of \$2.00 per car will be assessed on grain billed for track delivery, which is reconsigned after being placed on track.

"This will govern until conditions allow a renewal of the holding privilege, of which due notice will be given.

"A. T. PERKINS,

"Superintendent of Terminals.

D. O. IVES,  
General Freight Agent."

If members will advise this office the effect of this order on their respective interests, it will be appreciated.

Your very truly,

A. J. VANLANDINGHAM,  
Commissioner.

The Commissioners took no action in the foregoing matter, nor was any complaint made concerning the order. As understood by the Board, the effect of the order was very slight, and the movement of grain soon made its enforcement unnecessary.

## FORMAL HEARINGS.

*Hearing of Application of the Brunswick Brick and Tile Co. for Connection between the tracks of the Wabash and Chicago, Burlington and Kansas City Railroads at Sumner, Mo.*

Brunswick, Mo., June 21, 1899.

Complaint of Brunswick Brick and Tile Company, said company represented by L. C. Bennecke, Secretary. Present, all the Commissioners.

Hearing opened at 8:45 a. m., Chairman Flory presiding.

Witnesses for B. B. and T. Co., Louis Kinkhorst, Jos. Gross, A. F. Owen.

Witnesses sworn.

Examination of Jos. Gross. (Question by Mr. Bennecke.)

Q. Tell us your name, residence and occupation.

A. I am a farmer, living within a mile of Brunswick, here. Have been a resident for forty odd years. Farming is my business.

Q. What is the nature of the crops you raise?

A. Grain, fruit and vegetables of all kinds. My principal crop

for the last few years has been potatoes, of which I raise a great many, from 25 to 60 acres a year. That is, on my farm. In the neighborhood here I should say there was about 1,000 acres in potatoes within six or seven miles of Brunswick.

Q. Where is the market for them?

A. Mostly right north of us. They come down in wagons from Linn and Sullivan counties, and from up as far as the south of Iowa. They sometimes haul as high as 1,000 bushels to Linneus and Unionville, which is in Putnam county. This is every year. Our whole potato crop has been marketed right north of here. The whole neighborhood can testify to that.

Q. (By Mr. Gray of Burlington): Don't you consider it a very lucky thing to have a market so near home?

A. Yes, sir, I do; but we could market them better if we could take them up there on trains. The roads get so bad that we have to hold them over until spring.

Q. (By Mr. Flory): What is the object, if any, in taking them there by train?

Mr. Gray: There is no road that we could take them up there on now. Chillicothe is on the Wabash.

Q. (By Mr. Flory): I understand then that the freight is the trouble. Have you ever asked the rates to any points on the Burlington line?

A. (Mr. Gross): No, sir.

Q. Then, your idea is that you think they are too high?

A. I have asked rates to Stanberry; that is on the Wabash, and they were too high to ship by that way.

(Mr. Gray): They have local rates from here to Stanberry. If you could not ship to points on their line, could you ship to points on the Burlington, when you would have to add two rates together? How many towns are there up there that you think could use a car load of potatoes?

A. A good many. They could distribute them all around there. We could ship our potatoes to Milan and Unionville, and they could be distributed all over the country.

Q. Are there any towns but Milan and Unionville that would take a car load of potatoes?

A. Yes, sir; there is Linneus.

Q. (By Mr. Hennessey): Has there been any connection there before in years gone by?

A. (Mr. Gray): The connection was taken out about 1896, at Sumner.

Q. Do you know anything about the amount of shipments taken out of there?

A. In 1895 there was one car interchanged there only.

(Mr. Bennecke): This potato business has developed during the last few years, has it not?

A. (Mr. Gross): Yes, sir; it has been tending that direction. We had been shipping south and east, but found the market more remunerative that way.

Q. (By Mr. Bennecke): How many potatoes are raised to the acre?

A. (Mr. Gross): From 125 to 150 bushels to the acre.

Q. Average crop?

A. Yes, sir.

Q. How many potatoes would be available at this point then for shipment? How many car loads? What is the weight of potatoes?

A. Sixty pounds to the bushel, and 400 bushels are considered a car load. It would amount to very near 300 cars of potatoes.

Q. (By Mr. Flory): In your judgment, what proportion of those 300 cars would go to the C., B. & K. C. railroad, provided there was a track connection at Sumner?

A. I could not say just what proportion, as a great many people that live east of here would probably continue to come in with their teams after them, but people living up toward Milan would prefer to have them shipped. I could ship them there for less than people could come after them, and save that great haul.

Q. (Mr. McCully): Would you have to have a joint rate as well as track connection at Sumner in order to deliver your potatoes there?

A. I believe I would.

(Mr. Hennessey): Under the law we cannot compel them to make a joint rate, but if they do make it we can compel them to make it reasonable.

Q. (Mr. Gray): Have you any idea what rate you could stand?

A. I think we could stand any rate we have been getting on the main line to ship to Kansas City or St. Louis.

Q. (Mr. Flory): There is a track connection between the two roads in question. Now, provided you got the same rate by way of Chillicothe to these northern points mentioned on the C., B. & K. C., without any delay, would that not be satisfactory, and as good as the track connection at Sumner?

A. I don't know but what it would.

(Mr. Hennessey): You would not lose any time.

(Gray): We could give as good service via Chillicothe as Sumner.

Q. (By Benecke): What do you know about watermelons and things of that kind shipped over the line?

A. There are a great many watermelons raised below here, and they have been taken out in wagon loads, same as potatoes. I don't know much about the melons, but there is lots of fruit shipped away from here—apples and peaches in car-load lots.

Q. (By Gray): Do you think there is a town up in our neighborhood that would use a car load of apples or peaches?

A. I could not say so much about that, but suppose there would be a demand up there for them same as for potatoes.

Q. Don't your fruit crop generally go east?

A. Yes, sir; but our early fruit crop goes north.

Q. (Gray): We ship fruit out of the very country you say you ship fruit into.

A. We ship fruit right up into Linn and Sullivan. I think we shipped as much as 75 car loads of apples year before last.

Q. (McCully): As I understand it, Mr. Gross, you think that if relief was afforded you via Chillicothe to these points, in the way of satisfactory rates, it would be just as serviceable as if track connection was made at Sumner.

A. I think so.

A. F. Owens called.

Q. (Mr. Benecke): Please state your name, residence and occupation.

A. My name is A. F. Owens; business, miller; residence, Brunswick.

Q. Mr. Owens, you know what we are trying to present to the Commissioners here. I will ask you no questions, but allow you to make a statement to the Board.

A. The only idea that I would have in this connection would be to get a better rate than we have to Milan, Linneus, etc. That is the only object. We have been hauling quite a great deal of stuff up there by wagon, and it is very expensive. Our local agent here tells me that it would cost me 22 cents to Brookfield on a car of flour. Of course, I could not pay that rate, and compete with other millers, and if the rate could be reduced, we could ship up there to Brookfield.

Q. (Hennessey): How far is it from here to Brookfield by wagon?

A. Thirty miles.

Q. (McCully): How would you ship a car of flour from here to Brookfield? Now, the rate you say is 22 cents; would that be the two local rates or not?

A. As I understand it, from here to Chillicothe, and from Chillicothe to Brookfield, the two local rates.

Q. (Flory): Would it make any material difference to you, provided you got a rate that would allow you to ship your mill products to points on the C., B. & K. C. or H. & St. J.?

A. No, sir; it would make no difference to me, even if it took a little longer time.

Q. (Gray): Are there many people in Brookfield that would take a car load of flour at one time?

A. Yes, sir; a car of flour, or a car of mixed flour and feed. Several people have told me they would take it if I would compete with other millers.

(McCully): I think Mr. Owens seeks a rate more than track connection. Your interests lie more in a rate than enables you to get into this territory?

A. Yes, sir.

Louis Kinkhorst called. Treasurer of the Brunswick Brick & Tile Co. Residence, Brunswick.

Q. (Benecke): State to the Board anything that will give them any information upon the question that is under investigation in regard to the products of the Brick & Tile Company, and their facilities.

(Flory): The Commission desires to know the amount of business that would go in the direction that we are investigating.

A. Of course, I could not make a very close statement, but I would make the statement that we very often have inquiries from that neighborhood, and also have shipped by the way of Chillicothe to Brookfield. The freight was so high that people objected to paying it. We have also shipped bricks to Hale, which we had to transfer at Sumner, and that cost us \$15.00 a car.

Q. (Flory): You mean to say that you paid \$15.00 for the transfer of this car of brick at Sumner?

A. Yes, sir; the expense was \$15.00 for one car load. We had an opportunity to sell several car loads, and people wanted to make the contract; but when we figured up what the rate would be, we could not make the contract, because they claimed the rate was too high.

Q. (Flory): If the rate was not prohibitive, as you state it

practically is, would it make any particular difference whether there was track connection at Sumner, or you shipped via Chillicothe?

A. It would not make any difference to us, but the question is, could we get the same rate, and would it apply to places between Sumner and Carrollton.

(Gray): We could not do that.

Q. (Flory): The point is, provided you got the same rate via Chillicothe to these points, would it make any difference. Do you do much shipping to Carrollton?

A. Yes, sir; we do a good deal of shipping to Carrollton.

Q. You use the Wabash?

A. Yes, sir; but we could ship several car loads to Hale and those places.

Q. (Benecke): Assuming that you would have a call for, say a million of bricks for Linneus, how many cars would that make?

A. About 100 cars; according to how much they would load. The average is 10,000 bricks to the car load, a brick weighs about 5 pounds.

Q. You stated that you have frequent calls from those places for rates, and the freight rates were in the way?

A. Yes, sir.

Q. I believe you stated that if rates could be obtained via Chillicothe, it would be acceptable.

A. Yes, sir; except those places in between there on the Burlington below Sumner.

Q. (McCully.) As considered from your standpoint, the rate is the question more than the track connection.

A. Yes, sir; that is it.

Q. If there was a track connection there, the local rates now in use at the present rate would be prohibitive. A cheap rate is the principal thing?

A. Yes, sir. I thought if there was a connection there, it would be a lower rate.

Q. It does not necessarily follow. I thought that the point of this hearing was to establish whether or not it is desirable to make track connection. The connection would not relieve the people of Brunswick, unless they got a low joint rate.

Mr. Benecke here stated that he would call no more witnesses for the complainant.

Mr. Gray, representing the Burlington and Wabash, now sworn, and makes statement: The track at Sumner was taken up about the

first of the year, 1896. During the year, 1895, we interchanged one carload with the Wabash at Sumner.

(Flory.) Do you mean all told only one car, or one car of some special commodity?

(Gray.) Only one car; that was a car of bricks for Hale. Neither our company nor the Wabash thought the connection was of any use, and we took the track up. As I have stated, we have a track connection at Chillicothe, 19 miles west of Sumner, one at Macon and one at Moulton, just across the Missouri-Iowa state line. These connections seem to take care of the business very well, as an interchange between the Wabash and Burlington roads in this part of Missouri. Both roads have practically the same market. Shipments moving from Brunswick to any Missouri river points, or to St. Paul or Chicago, the Wabash would handle itself. The only business we would get would be business going to purely local territory, and we scarcely feel that an expenditure of \$800 to put that track back again is warranted. The gentleman that spoke of the potato and fruit business here, said that they were hauled by wagon to points as far north as Iowa. I should think that was hardly possible. While the country north of here is not a good potato country, there are lots of potatoes in Iowa. I do not believe there are more than two or three towns, Unionville, Milan and possibly Linneus, that would handle a carload of potatoes at a time. The country north of here, as far as fruit is concerned, is just as good as Brunswick. We ship fruit out from there.

(Flory): Suppose there is a track connection at Sumner, and a car is shipped from Brunswick to Milan, would that car, provided it went to Chillicothe, get to Milan on the same train as if delivered at Sumner? The point I want to make is whether there is more delay to go via Chillicothe than to be delivered at Sumner.

A. The Wabash leaves here at 9:30 a. m., and is due at Sumner at 10:30. We have only one train a day from Laclede. That car would have to lie over at Laclede until morning. I think the time would be just as good via Chillicothe as by Sumner, in fact it would be just exactly the same.

(Benecke): You base your statement on the amount of business that was done in the way of transfer at Sumner, upon what it was five or six years ago?

A. 1895.

Q. You are not aware of the increase in the way of the potato business since that time?

A. I understand that there may be much larger business today than then.

Q. You also understand that the Brick & Tile Company was only in business at that time in a small way, and have no information in regard to their facilities for furnishing brick and tile.

(Gray): Coming down to flour, there are local mills all over our line, in fact too many of them today. These local mills along the H. & St. J., road have had a hard time the last few years because the wheat crop has been a failure in this part of the country, and the Kansas millers are supplying wheat. The Wabash, I think, has had the same trouble, and our millers can not compete with the Missouri river millers and the millers in Kansas. The gentleman spoke only of Brookfield, and that seemed to be the only point he wanted to get into with his flour. If the flour can be teamed to Brookfield, I don't think we can make him a rate that would be better.

(Benecke): You are not acquainted with the country roads here? They are terrible at times.

A. We find flour teamed from Carrollton to Laclede at rates that we do not think remunerative. That is about the same distance.

(Benecke): We have some three or four miles of low bottom land near here that of late it has been impossible to pass in wagons.

A. That may be true at certain seasons of the year; but at others the farmers charge practically nothing for teaming.

(Flory): I understand that both yourself and the representative of the Wabash are willing to put in a so called short line rate for points north on the C. B. & K. C. I am not just clear on that; does that apply west of Laclede?

A. West of Laclede the best rates would be through Chillicothe. South of Sumner, I would not say that we would make the same rates; but north and east on the H. & St. J., we would make the same rate. If we find that the business is much more than we think it will be, we will be perfectly willing to put the connection in.

(McCully): I wanted to ask Mr. Benecke, whether or not he would be willing to experiment this way, and leave it to the future as to whether it will pay to put in the connection?

(Benecke.) I am perfectly willing, and believe that when the gentlemen find how much traffic will go in that direction they will put in the connection.

There being no further evidence the hearing closed.

The following action was taken by the Board:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, )  
CITY OF JEFFERSON, June 30, 1899. }

In the matter of track connection at Sumner, between the lines of the Burlington and Wabash Railroad companies, as petitioned for by the Brunswick Brick and Tile Company, hearing held at Brunswick, June 21, 1899, the following action was taken:



The evidence taken in this case shows that the rates as charged on shipments made by the Brick and Tile Company to points on Burlington lines, north and east of Linneus, were of more importance than track connection asked for. There are now, in operation, track connections between the lines named, at Chillicothe (19 miles west of Sumner) and at Macon. The evidence shows that during the year 1895, whilst a track connection was in at Sumner, but one car of freight was transferred at that point. It was stated by the petitioner, that if rates via existing Burlington tracks could be made, which would be no higher than would apply via the shorter line, the arrangement would be satisfactory to them. The representatives of the railroad companies agreeing to this, the matter of the track connection at Sumner was not further considered, and case was dismissed.

A true copy from record.

JAMES HARDING,

Secretary of the Board.

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Hearing of complaint of E. S. Jones, Kansas City, Mo., of alleged overcharges on coal from Waverly to Kansas City.

E. S. Jones, Kansas City, vs. the Missouri Pacific Railway Co., alleged overcharge on coal, Waverly to Kansas City, and unjust demurrage charges.

Original shipment made on one car and loading was in excess of maximum capacity of car. Car was weighed at Myrick, and excess weight transferred to another car; charges were collected on two carloads—one of 37,700 pounds and the other of 24,000 pounds—total 61,700 pounds. Original shipment was 47,300 pounds, excess being 7,300 pounds; amount collected, \$18.51; on actual loading, charges would be \$14.19. Demurrage charges, were \$4, being \$1 on one car, and \$3 on the other. Complainant claims overcharge of \$12.20 in rate, and of \$4 demurrage.

#### STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT.

*In the Matter of the Complaint of E. S. Jones vs. Missouri Pacific Railway Company, on Account of Alleged Overcharge on Shipment of Coal From Waverly, Missouri, to Kansas City, Missouri, and Unjust Demurrage Charges at Kansas City, Missouri. Hearing Held at Coates House, Kansas City, Missouri, Tuesday, May 2, 1899, at 1:30 p. m.*

The meeting was called to order by the Chairman.

Present—The Chairman, Hon. Joseph Flory, and Commissioners Hennessey and McCully.

The complainant was present in person.

The defendant was not represented by counsel, nor was answer made to complaint.

E. S. Jones, the complainant, being produced, sworn and examined in his own behalf, testified as follows:

Mr. Flory: Now, Mr. Jones, just state your name to the stenographer, and your business.

Mr. Jones: E. S. Jones.

Mr. Flory: And go ahead in your own way and make your statement. You are in the coal business here?

Mr. Jones: Yes, sir.

Mr. Flory: How long have you been in the coal business here?

Mr. Jones: I have been in the coal business here for about fifteen years.

Mr. Flory: You are agent for a coal company?

Mr. Jones: Yes, sir; the Star Coal Company. We have been getting quite a lot of coal from Waverly.

Mr. Flory: Have you been agent for the Star Coal Company for fifteen years?

Mr. Jones: No, sir. I have been in the business here for that length of time, but have been with other companies in that time.

Mr. Flory: Well, you may go ahead now and tell us about this complaint, how it originated, etc.

Mr. Jones: Well, they notified us from Waverly that they had some slack to ship here. This car about which we have made complaint, the coal was shipped on car No. 9478, Iron Mountain car, and was shipped from Waverly on the 10th of December, 1897.

Mr. Flory: What was the destination of that car, Mr. Jones?

Mr. Jones: Kansas City. The car was loaded at Waverly, and came as far as Myrick, which is the weighing station.

Mr. Flory: Let me ask you, Mr. Jones, is Myrick the first station that has track scales after leaving the mine for the West?

Mr. Jones: Yes, sir; it is the first west of Boonville.

Mr. Flory: I will ask you, Mr. Jones, if the Missouri Pacific Railway Company has a regularly employed station agent at Waverly?

Mr. Jones: I think they have; yes, sir.

Mr. McCully: I know they have.

Mr. Jones: Yes, they have a regular paid station agent at Waverly.

Mr. Flory: And is the billing done from that station proper?

Mr. Jones: Yes, sir; the billing is done right at Waverly. The bill reads "Waverly to Kansas City." Yes, they have a regular station agent there. The car left Waverly on the 10th of December, but did not reach Kansas City until the 20th. That is where the delay was, and that is what we complain about. We had this car of slack

sold, but they held the car so long that we lost our customer, and then we had to hold the car until we could find another customer.

Mr. Flory: Was it sold prior to shipment?

Mr. Jones: Yes, sir; we sold it and then ordered it shipped.

Mr. Flory: You sold the car of slack and then ordered it shipped, and then the car did not arrive here until ten days after shipment?

Mr. Jones: Yes, sir. Then of course the customer refused to receive the car, because it had been delayed so long that he had to get another car, and then they charged us demurrage for holding the car until we could find another customer, which I did not think we should have paid, as they had delayed the car themselves. Then after this car arrived they notified me that they would not deliver the car unless I paid the full amount of the charges, \$11.31, and \$5 for transfer of coal from one car to the other at Myrick, they claiming that the first car was overloaded and that they had to transfer the excess to another car. Then they also held the first car two days awaiting the arrival of the car in to which they had transferred the excess, as they claimed, and then they charged us \$2 for the two days that they held this car.

Mr. Hennessey: At what point?

Mr. Jones: Here.

Mr. Flory: The car they held two days, is that the car they claim was overloaded?

Mr. Jones: Yes, sir.

Mr. Flory: And they held that car for two days awaiting the arrival of the other car?

Mr. Jones: Yes, sir; that is what they did; and then charged us demurrage for those two days. We told them that we would pay freight on 37,700 pounds, and they said we would have to pay the charges on the excess. I asked them where was the other bill, and where was the car on which this small portion of the load had been put, and they told me the other car had not arrived, and they would hold the first car until the other car arrived.

Mr. Flory: You mean to say, Mr. Jones, that they charged demurrage for the two days on the original Iron Mountain car on which your coal was loaded at Waverly, pending the arrival of the second car which contained the alleged excess?

Mr. Jones: Yes, sir; and then charged us demurrage for the excess car.

Mr. McCully: Let me ask you, Mr. Jones, where did the demurrage accrue, over at Myrick where the car was held to have the excess taken from it or here in Kansas City after its arrival?

Mr. Jones: Here in Kansas City, while awaiting the arrival of the car on which they had placed the excess load.

Mr. McCully: And you paid the demurrage?

Mr. Jones: Yes, sir; I paid the demurrage, amounting in all to four dollars.

Mr. Hennessey: The demurrage was collected for holding the car here loaded with coal while awaiting the arrival of the second car?

Mr. Jones: Yes, sir.

Mr. Hennessey: How long did you have the car before it was unloaded?

Mr. Jones: We started on the first car—well, you see, we ordered that car on the 10th of December, and it was billed out on that day, but did not reach here until the 20th—ten days reaching Kansas City, when ordinarily we would have received it in forty-eight hours.

Mr. McCully: Well, how long after arrival was it before the car was unloaded?

Mr. Jones: It was really six days. We have three days disposition, and then they charged us \$3 demurrage for the original car, and \$1 demurrage on the second car on which they had loaded this excess. The freight on the original car would have been, \$11.31. They charged us \$12.20 for the excess car and then they charged us \$4 demurrage, a total of \$27.51, and a total overcharge, as we claim, of \$16.20. I asked them when the first car came why they had not telegraphed me of the excess load, and I would have telegraphed them to throw the excess off and let it lay there, and send the car on, for we had a customer for that car, and we wanted to get it.

Mr. Flory: Is this the first occurrence that you have had of this kind with the Missouri Pacific?

Mr. Jones: Not as far as demurrage is concerned.

Mr. Flory: But is this the first time you have had such an experience as to the overcharge and the overloading and demurrage?

Mr. Jones: Yes, sir. We have had an excess of ten thousand pounds, and they have let it come through and this only amounted to 7,300. The original shipment was 47,300 and the excess was 7,300.

Mr. Flory: Let me ask you, Mr. Jones, have you ever received notice from the agent at this particular shipping point in question, Waverly, of an overloading of cars prior to this?

Mr. Jones: No, sir; never did.

Mr. Flory: And were you advised of the overloading of this car prior to its being weighed at the first scale point?

Mr. Jones: No, sir.

Mr Flory: You had no knowledge of it at all prior to this?

Mr. Jones: No, sir. And as I said if I had been notified I would have telegraphed for them to throw the excess off and send the original car on. After the first car came I went down to pay the freight, and the agent says we can't deliver that car to you today, and I asked him why, and then he told me about this other car, and that I would have to wait until it arrived. I went down three or four times, and protested about this car being held out so long. You see, we had ordered the coal on the 10th, and when it did not arrive in the ordinary length of time I commenced to make inquiries, and then after this first car arrived, on the 20th, they told me about the car having been overloaded, and that they would charge me \$12.20 for the excess. I asked him why he did not telegraph me about it and let me make some arrangements; that the coal had been sold, but that they had been so long in getting it there that I was afraid I would lose my customer.

Mr. Flory: What was his reply?

Mr. Jones: He says we have nothing to do with that. You will have to pay these bills or we won't let you have the cars.

Mr. Hennessey: Who loaded those cars?

Mr. Jones: The Star Coal Company.

Mr. Hennessey: Have you received as large amount as that in other cars?

Mr. Jones: Yes, sir. The original shipment was only 47,300, and we get 60,000 pounds on the Wabash every day or two.

Mr. Flory: How long have you been agent for the Star Coal Company in Kansas City?

Mr. Jones: I have been agent for them since they opened the old shaft. My brother is general manager down there.

Mr. Flory: The point I want to make is this; I want to get a fair idea of the business done, and how long you have been engaged in the business for this company, and if possible show that this is the only car during this entire time, whether it was one month or six months, or one year or six years, that this matter has been brought to your attention in this way.

Mr. Jones: I have shipped coal over the Missouri Pacific ever since I have been in the business here, and this is the first that has ever come under my notice. We have often had cars that were loaded heavier than the weight of the car called for on any of these roads, but this is the first time such a thing has been brought to my notice.

Mr. McCully: This is the first time they have wanted to charge for the excess?

Mr. Jones: Yes, sir. At the time the car of slack was ordered I had a customer for it, but they held it out so long that I lost my customer, and after the coal reached here I had to look around for another, as the first man refused to receive it because it was so full of sleet and snow. Of course our time for selling coal is short, and if a customer cannot have the coal right away after it is ordered he does not want it at all. The customer is always in a hurry for his coal.

Mr. Hennessey: You say you lost your customer because this coal was delayed; that your customer refused to accept the coal after its arrival because it had been so long delayed, and that was the reason you had to pay demurrage; that you had to leave the coal in the car while you looked for another customer?

Mr. Jones: Yes, sir.

Mr. Hennessey: How much demurrage did you have to pay?

Mr. Jones: Four dollars; three dollars on the first car and one dollar on the second, or excess car.

Mr. McCully: And the freight on the excess, the 7,300 pounds, was what?

Mr. Jones: \$7.20 freight, and \$5.00 for unloading from the first car and loading into a second at Myrick, and \$4.00 demurrage, \$16.20 altogether. Besides this I lost six or seven dollars on the sale of my car of coal, and lost my customer, and yet they charged me this \$4.00 demurrage for not unloading the car when it was not my fault.

Mr. McCully: Were you charged demurrage on either of the two cars at the weighing station?

Mr. Jones: No, sir.

Mr. McCully: The whole charge, so far as demurrage is concerned, was for holding the coal in the cars after their arrival at Kansas City?

Mr. Jones: Yes, sir. I have paid a good many dollars out for demurrage here, but never before for a case like this.

Mr. Hennessey: And you claim it was their fault entirely because they did not deliver the car promptly after it was ordered by you?

Mr. Jones: Yes, sir; and then they charged us for the excess when they had held the car out ten days and caused us to lose our customer, and then made us pay demurrage, and that is why I make this claim. The amount is small, but I object to the principle of the thing.

Mr. Flory: Let me ask you this question, Mr. Jones. There has been something said in a prior communication to the office, and also here this afternoon, about snow and sleet and ice being mixed with

this coal. Let me ask you if in your opinion that had anything to do with the weights?

Mr. Jones: I think it had. The original weight was only 47,300, and when weighed here the net weight was 41,200, and with the snow and sleet and ice and shoveling from one car to another I think would make considerable difference in the weight. There were six inches of snow in the car.

Mr. McCully: You say it was billed out at 41-3?

Mr. Jones: No, sir; 47-3, but the net weight here was 41-2. There is a telegraph office at Myrick, and one at Waverly, and had the agent at either Myrick or Waverly notified me that the car was in excess three and a half tons I would have wired them to throw off the excess and let it lay there on the ground. This was only slack, and was not worth more than twenty-five cents a ton.

Mr. Flory: Let me ask you, Mr. Jones, from your experience in that particular line as a coal man, what you consider it worth to transfer from one car to another this amount of excess, 7,300 pounds?

Mr. Jones: I would think they were being pretty well paid if they got fifty cents for the work.

Mr. Flory: Now I will ask you to look these papers over and see whether or not the statements therein contained are true. The main point in asking you to do this is that we wish you to state that the facts therein contained are true under oath.

Mr. Jones: Yes, sir; the facts as stated therein are true.

(Papers referred to were then filed with the Commissioners and marked, Exhibit "A.")

Mr. Flory: Then I will ask you to also identify this second package of papers, and state whether or not the allegations contained therein are true.

Mr. Jones: Yes, sir; that is a true statement. I have just one other statement to make. It may not have much bearing on the case, and may not be relevant, but I think there has been a movement here for some years to organize a sort of a coal trust and I have never belonged to the coal association, and this may be one reason I have been treated as I have been. The Bolen Coal Company is really backed by the officers of the Missouri Pacific, and it has been the effort of this company to crush out the small shippers, and get the whole cheese themselves.

Mr. Hennessey: I would like to know, Mr. Jones, if you weighed the empty car after you weighed the coal?

Mr. Jones: No, sir; I did not; just weighed the coal.

Mr. Hennessey: You took the stencil weight on the car——

Mr. Jones: No, sir. The car was unloaded into wagons, and we weighed the coal by wagon; for instance, team A and team B, and then added up the tonnage that we got out of the car; 41,200 pounds was the net weight here in Kansas City, as weighed by us.

This being all the evidence offered, the Commissioners took the matter under advisement, reserving their decision until some future date.

Exhibits "A" and "B" are hereto attached, and made a part of this record.

Finding in the foregoing case was withheld, it being understood that the matter would be satisfactorily adjusted by the parties interested, but as nothing was accomplished in the way of settlement, the Commissioners took the following action June 12, 1899:

"In the matter of the complaint of E. S. Jones of Kansas City, Missouri, vs. the Missouri Pacific Railway Company, on account of alleged overcharge on coal shipped from Waverly, Missouri, to Kansas City, Missouri, December 10, 1897. Hearing had at Kansas City, May 2, 1899.

"The matter of complaint, having been heard and fully considered by the Board, they find the claim of the said E. S. Jones to be just, being for amount paid by him to the said Missouri Pacific Railway Company, as follows: Charges on 24,000 pounds of coal, \$7.20; transfer of coal at Myrick, \$5; demurrage charge at Kansas City, \$4; total, \$16.20; and it is hereby ordered that the said Missouri Pacific Railway Company pay without delay to the said E. S. Jones the said amount of sixteen dollars and twenty cents (\$16.20), being in full of the claim of the said Jones, as allowed by the aforesaid Commissioners."

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*Hearing of Complaint of Clawson & Noble, of Pleasant Hill, Mo., vs. the Missouri Pacific Railway Company, on Account of Classification of Wagon Scales.*

This complaint arose from a change made in the classification of "Pitless Iron Frame Wagon Scales," manufactured at Pleasant Hill by complainants. The change applied to certain parts of the scales caused a material advance in rates on such parts.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, February 7, 1899. }

Hearing Clawson and Noble Complaint vs. Missouri Pacific Railway Company, at Pleasant Hill, Missouri.

The meeting was called to order by the Chairman at 11 a. m.

Present—The Chairman, Jos. Flory, Commissioners Hennessey and McCully.



E. B. Lane, representing the Missouri Pacific, L. C. Clawson and George Noble, were sworn.

Mr. Flory: I will ask you to look at this expense bill and state whether or not it is the original expense bill?

Mr. Noble: This is the expense bill that was returned to me from Wilkinson, Indiana.

Mr. Flory: Have you any other that you desire to offer?

Mr. Noble: There is none that I have here.

Mr. Flory: Does this expense bill just mentioned show the alleged overcharge?

Mr. Noble: We would consider it an overcharge.

Mr. Hennessey: What class is that placed upon?

Mr. Lane: This would be classed as second class. Was that a part of the scale or a whole?

Mr. Noble: The scale proper is billed in a large box, this box is taken as 725 pounds, the scale beam and beam box at 70 pounds. That makes a total of freight, all first class.

Mr. Hennessey: Does this box take the same rate that the other does?

Mr. Lane: You make, as I understand, two kind of scales. The scale represented by the expense account at Waseca, Minnesota is, what I believe you call, the economy scale and is shipped in different shape entirely from the Pitless scale, which is represented by Big Four expense bill issued at Wilkinson, Indiana. The economy scale is entirely boxed and is carried under second class rates in territory governed by joint western classification. The scale shipped to Waseca, Minnesota, is, as I understand, to be called the Pitless scale, and is prepared for shipment in an entirely different manner. The part of these Pitless scales that is boxed takes, west of the Mississippi river, second class rates. The part of the scale not boxed takes first-class rates, and the eight pieces billed as scale frames taking fourth-class rates, while east of the Mississippi river the entire shipment has the official classification governing in that territory, third class rate. That is my understanding of the classification of scales.

Mr. Hennessey: Don't you think that the classification in the eastern territory is the simplest and best?

Mr. Lane: The simplest, Mr. Hennessey, and it means too in the aggregate just about the same as our classification west of the Mississippi. All the articles taking third class just about equals the classification west of the Mississippi river, each is first, second and fourth class. The reason that they are so nearly equal is that the articles which compose about (2-3) two thirds of the weight, to the

information of the shippers, takes third class east of the Mississippi and fourth class west.

Mr. Hennessey: That about equals it.

Mr. Flory: Mr. Clawson, I saw by a letter to the Railroad and Warehouse Commissioners, from Clawson & Noble, that you claim the classification on certain parts of scales to be different at the present time from what it was a part of 1898, or in other words, the classification, as now represented, had been so changed as to be to your benefit and later on changed back to the old classification. I will ask you if that is true?

Mr. Clawson: I will have to refer this to Mr. Noble.

Mr. Noble: Our goods were carried, as we always understood, and had no complaint, as fourth-class freight up till, I think in May of 1898; that is, with the exception of the beam and beam boxes. Then I met Mr. Wood one morning and he told me I—

Mr. Flory: I would ask who is Mr. Wood?

Mr. Noble: He is the agent at the depot for the Missouri Pacific. He told me he had instruction to carry all our goods first-class. Well, we made objection, but it was finally decided, so we understood it, that the frame of the scale should go as fourth class and the remainder of the scale, either boxed or castings, single or in bundles, weighing 100 pounds, each should be second class; then the 1st of January, 1899, Mr. Wood informed us that he would have to ship all parts of the scales except the frames that were not boxed as first class, making three classifications, but we have made a study of the western classification, and we are of the opinion that it is misconstrued.

Mr. McCully: Have you none of these expense bills prior to last May, when you say this change occurred?

Mr. Noble: I have none.

Mr. McCully: Do you know of any, Mr. Lane?

Mr. Lane: I do not.

Mr. McCully: On examining correspondence on file in the Railroad Commissioners' office I see that there seems to be a difference of opinion as between yourselves (Clawson & Noble) and the Missouri Pacific Company, one affirming there has been a change in the rate, the other denying, and it occurred to me that these things are always on record and if you can find some of these old expense bills we may inform Mr. Lane.

Mr. Flory: I would suggest that perhaps the local station agent's books (impression book) will answer that question.

Mr. Lane: It may be as Mr. Noble says, that some of these goods were handled at a less expense than at present and done so, not on account of any changes in classification. If they were handled at a lower classification than now applies it was because they were billed as something other than scales. I will say that the classification of scale frames come to my attention last July or August, and there seems to be some misunderstanding in classifying this particular part of the scale. We submitted to Mr. Ripley, Chairman of the Western Classification Committee, correspondence, cuts and specifications of these scale frames, recommending that they be classified as fourth class; and under date August 4th Mr. Ripley wrote to Mr. Stith, our general freight agent, that these scale frames should be handled as fourth-class freight. So far as any change in the classification of the scale proper is concerned there has been no change.

Mr. Hennessey: I would ask, Mr. Noble, if at present that is the rate applied?

Mr. Noble: Yes, that is the rate that applies—fourth class to frames—not to the scale proper, and there is no complaint as to the classification of the frames.

Mr. Hennessey: I would ask you if you ship that part of the scale separate from the rest?

Mr. Noble: They are itemized differently on the bill.

Mr. McCully: Am I to understand, Mr. Noble, that you did not object to the classification then as applied to the castings?

Mr. Noble: To the castings composing the works of the scale, the beam box is one, the rough castings two and the frames three.

Mr. McCully: Now, then, you object to the classification of the rough castings?

Mr. Noble: Not to the classification, but to the application.

Mr. Flory: Mr. Noble, I want to ask you whether they have made a distinction with regard to classification west bound as against east bound, say between Pleasant Hill and St. Louis, on the same character of freight?

Mr. Noble: There is as we understand it. The manner in which the scale is shipped. The scale frames weigh 880 pounds; then the small castings, each shipped in a box weighing 200 pounds, then there are four other pieces, two of which weigh 100 pounds each, and two when wired together in a bundle, weigh 100 pounds; these pieces are carried from here to St. Louis as first-class freight. The two pieces weighing 100 pounds each, and a bundle of castings weighing 100 pounds, is carried from here to St. Louis first class; the box weigh-

ing 200 pounds, and the scale beam and beam box, weighing 70 pounds, are carried second class.

Mr. Flory: Mr. Noble, you have not quite covered the point yet that I want to make. Do you have shipments of the same character that you have just emunerated from St. Louis here?

Mr. Noble: As we understand it.

Clawson: I was just about to refer to this letter from us to you, which you construed to mean a difference in classification from here to St. Louis as compared with the freight from St. Louis farther on east. We have no cause to ship goods of this class from St. Louis here.

Mr. Lane: I believe in the complaint, Mr. Noble states that his goods east of the Mississippi take fourth-class rate. I would like to ask him where he gets that information or what he bases his assertion on.

Mr. Noble: On the bill of expense; bill received from Wilkinson, Indiana.

Mr. Lane: Mr. Noble, why do you think that is fourth-class rate?

Mr. Noble: Compared with fourth-class rates on other roads, distance considered.

Mr. Lane: Then you are only guessing that this is fourth class east of the Mississippi? You have no knowledge of the fact?

Mr. Noble: I probably might have been mistaken.

Mr. Lane: Well, I will say for your information that the rate is third class and not fourth.

Mr. Noble: Then, why, after carrying our goods for a considerable length of time was a different rate put upon them?

Mr. Lane: I can only explain that by saying that there has been no change whatever in the classification of scales during the period mentioned, and if your goods were carried at a lower classification than is at present applied it was done by misrepresentation in billing the articles out as something other than scales.

Mr. Hennessey: I would like to ask, Mr. Noble, if you have ever misrepresented any shipments of that nature that Mr. Lane claims has been the cause of the change in classification?

Mr. Noble: The goods have either been billed scales, scale castings or rough castings. As we understand the western classification, on page 91, covers scales set up, except the frames, as we can find nothing in the classification covering a wagon scale, aside from the beam and beam boxes.

Mr. Lane: Mr. Noble, why do you bill scales as rough castings?

Mr. Noble: Because when they are taken down and shipped singly instead of being boxed, that is all they are.

Mr. Lane: Let me ask you if these scales are shipped as they come from the moulds?

Mr. Noble: Not otherwise finished except holes bored for bolts.

Mr. Lane: Let me ask you if these same castings are not fitted with bearings?

Mr. Noble: They come from the moulds fitted with bearings.

Mr. Lane: Please say if you don't do a certain amount of machine work on these bearings before they are shipped out as a part of your scales.

Mr. Noble: They are tempered and in some cases the edge is ground up more nicely than when they come from the moulds.

Mr. Lane: In other words, the freight when it is shipped out does not by any means represent a rough casting in its entirety?

Mr. Noble: I cannot more forcibly explain than by showing the casting in question.

Mr. Lane: I believe you state that these castings after coming from the moulds are fitted with bolt holes, are tempered and part of the bearings filed down to an edge, worked down to an edge, which we all know is absolutely necessary for scale bearing?

Mr. Noble: If I may explain a little here, if necessary to class this as fourth class, these bearings can be removed entirely in shipping and shipped entirely separate. Will Mr. Lane please show me in the classification where the rough castings composing the works of the wagon scale are classified? I find where the scale frames, the scale beam and the scale beam boxes are classified, also counter scales, computing scales and small scales that are shipped set up.

Mr. Lane: I will say that on page 91 of the western classification, articles 19 to 26, inclusive, will cover your scales entirely, not only your scales but all other scales therein specified.

Mr. Noble: Will you please refer to page 50, articles 23 to 28, inclusive? Now, when our scales are taken down as we ship, do you think this covers them?

Mr. Lane: It certainly does not; the articles you refer to there are plainly specified as castings not otherwise specified. Your castings are specified on page 91 of classification, under articles 19 to 26, inclusive.

The following action was taken by the Board, and copies of order mailed to proper officials of railroads operated in Missouri:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, {  
CITY OF JEFFERSON, March 7, 1899. }

"In the matter of the classification of 'Pitless Iron Frame Wagon Scales' and appurtenances, the Commissioners hereby order:

That, taking effect March 15, 1899, on all railroads and parts of railroads in the State of Missouri, wagon scales, known as "Pitless Iron Frame Wagon Scales," and necessary appurtenances thereto shall be classified as third class freight, and the maximum charge for the transportation of the same shall not exceed the charges then in force for the transportation of articles in third class."

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*Hearing of the Complaint of W. C. Norwine vs. The Mississippi River & Bonne Terre Railroad Company, on Account of Alleged Shortage in Shipment of Galvanized Iron. Held at Flat River, Mo., February 17, 1899.*

The following complaints were filed with the Commissioners:

Flat River, Mo., December 13, 1898.

Railroad Commissioner, Jefferson City, Mo.:

Sir—I had shipped from St. Louis over the I. M. R. R., via Riverside Branch road, known as the Mississippi and Bonne Terre R. R., to this station, 100 dollars' worth of roofing iron. The agent of this place came to me late in the evening and collected the freight money. And when I sent for the iron the next day we found there was \$10.00 of the iron stolen, and the company claim they will not pay me for it. I claim I should not lose iron and freight, and appeal to you for your assistance and advice in this case. I remain,

Yours truly,

W. C. NORWINE.

Flat River, Mo., Jan. 20, 1899.

Joseph Flory Railroad Commissioner, St. Louis, Mo.:

Last Spring I had shipped to me from St. Louis 12 bundles of iron roofing to this place. The agent came to me late in the evening and said my iron was there, and wanted the freight. I paid the freight and next morning I sent for the iron and found one bundle had been stolen. Cost about \$10.00. So I put my claim in to railroad company and they say they will not pay me. Now, understand, they had no depot for freight, simply threw freight off on platform. If you can do anything for me, please do so, as I don't feel as I ought to lose it. I remain,

W. C. NORWINE.

After correspondence with Mr. J. Burns, G. F. A., regarding the foregoing matter, a hearing of same was appointed, to be held at Flat River, Mo., February 17, 1899, and parties interested were notified accordingly.

Hearing was as follows:

State of Missouri, Railroad and Warehouse Department.

In the matter of the complaint of W. C. Norwine vs. the Mississippi River and Bonne Terre Railroad, because of the alleged shortage in shipment of roofing iron. Flat Fiver Mo., February 17, 1899.

The meeting was called to order by the Chairman, Hon. Joseph Flory.

Present—The Chairman, Hon. Joseph Flory, and Commissioner Hennessey.

The complainant, having no legal representative, was assisted in defending his case by his clerk, W. F. Lawrence, and his drayman, J. Gibson.

The defendant was represented by its attorney, J. S. Gossom, Station Agent D. J. Davies, Conductor W. J. Palmer and Assistant Superintendent T. U. Young.

The witnesses, all being of lawful age, were sworn.

Mr. Flory: The next thing in order will be for the complainant to produce the witnesses and try to establish the facts with regard to what has been said in this complaint.

Mr. Gossom: Mr. Norwine is the complainant here, is he not?

Mr. Flory: Yes, sir.

Mr. Gossom: Well, Mr. Norwine can proceed to make his case, as I do not represent him.

Mr. Flory: Mr. Norwine, you may go ahead and state your case.

Mr. Norwine: On the evening of the arrival of the iron, I took a train from here to the city, I think about 4 o'clock. At the time I came up to get on the train I noticed the iron on the platform, which was the first knowledge I had of it. I went to the city and was gone—

Mr. Flory: When you speak of the iron on the platform, is that the galvanized iron in question?

Mr. Norwine: Yes, sir; I was gone, I think, three days not to exceed that, and got back on the noon train. That evening the agent came down and said, "Norwine, you have some iron up there, and I brought the bill along to collect the freight;" I paid the agent the freight. It being late, we did not send for the iron that evening. The next morning I sent my teamster for the iron; he got one load, if I recollect, of six bundles and one box of nails; he come back then and got the rest. The carpenter came down and said to me, "Norwine, you are short one bundle of iron;" I asked him "how many bundles of iron did you get?" he answered "11."

Mr. Hennessey: You yourself did not come here and count the iron, your drayman was the man?

Mr. Norwine: My driver come after the iron.

Mr. Hennessey: Are you speaking from your own personal knowledge or the driver's?

Mr. Norwine: Speaking from the driver's knowledge.

Mr. Hennessey: Did you count bundles on the platform?

Mr. Norwine: No, sir; I told the carpenter I would look at the bill, and see how many bundles I should have gotten. I looked at the bill, and it called for 12 bundles. He said, "you have only 11." I notified the agent, and he said, "it was unloaded here."

Mr. Flory: When did you notify the agent?

Mr. Norwine: The following day.

Mr. Hennessey: How many days after the shipment arrived here did you notify him?

Mr. Norwine: I wont be positive, but I think it was the 5th day. I was away about 4 days, and it was the following day the agent said it was unloaded. I counted the iron, and we received it. He said also, "I do not know what went with it, but will enquire around."

Mr. Gossom: May it please the Board, the witness is testifying to simply hearsay. The agent is here, and can testify as to that himself. I would like to have Mr. Norwine testify as to what he knows of his own personal knowledge.

Mr. Flory: The point is well taken, and it will expedite matters to conduct the case on that line. Mr. Norwine, just confine yourself to what you know of your own knowledge, and we will prove these other points by these other witnesses.

Mr. Norwine: Well, that is all I have to say, more than I turned in my shortage to the company.

Mr. Gossom: What day did you receive this shipment of goods?

Mr. Norwine: I have not the dates with me. I cannot tell you.

Mr. Gossom: You cannot tell me?

Mr. Norwine: No, sir.

Mr. Gossom: What day, then, did you go to St. Louis?

Mr. Norwine: I think it was about the 23rd or 24th.

Mr. Gossom: Twenty-third or 24th of what month?

Mr. Norwine: The month the iron arrived in. They have my bills and statements there.

Mr. Flory: (Gives the witness the invoice, stating at the same time, "probably he can tell from that.")

Mr. Norwine: I cannot tell from this, as the freight on this road



does not come in according to the bills, but sometimes it is a week or ten days afterwards.

Mr. Gossom: Did this shipment arrive on time as you expected it?

Mr. Norwine: I cannot say whether it did or not. I do not recollect in regard to that, because I was not in any rush for it.

Mr. Hennessey: Mr. Norwine, you are not positive of the date of notification of this shipment arriving?

Mr. Norwine: I didn't get any notification of it until I got back. I seen it on the platform as I went to St. Louis.

Mr. Hennessey: You do not know what day that was?

Mr. Norwine: No, sir; I cannot say positively; about the 27th of the month.

Mr. Gossom: Then you state that you were gone to St. Louis three days?

Mr. Norwine: Yes, sir.

Mr. Gossom: When did you pay the freight with reference to the time you came back from St. Louis?

Mr. Norwine: I paid the freight the evening after I came back from St. Louis.

Mr. Hennessey: Where were you at the time you paid the freight?

Mr. Norwine: I was at my store.

Mr. Hennessey: The freight bill will show that.

Mr. Flory: Do you mean the same day or the following?

Mr. Norwine: The same day.

Mr. Gossom: Then did you haul any of the iron away at that time?

Mr. Norwine: No, sir.

Mr. Gossom: Was there any other goods consigned to Mr. Norwine on the platform at the time?

Mr. Norwine: I do not know. I did not take time to see.

Mr. Gossom: When did you remove any of the iron from the platform?

Mr. Norwine: The following day after I paid the freight.

Mr. Gossom: How much of the iron did you haul—did you remove at that time?

Mr. Norwine: Eleven bundles.

Mr. Gossom: You removed it all at that time?

Mr. Norwine: No, sir; at two loads.

Mr. Gossom: On the following day; that is, the day after you paid the freight?

Mr. Norwine: Yes, sir.

Mr. Gossom: Did you haul any other goods that day from the depot platform?

Mr. Norwine: I think not.

Mr. Gossom: Then you received the goods the day you paid the freight?

Mr. Norwine: No, sir.

Mr. Gossom: Did you sign a receipt for the delivery of the goods at that time?

Mr. Norwine: No, sir.

Mr. Hennessey: Did you receive notification of the arrival of these goods by letter or verbally?

Mr. Norwine: Verbally.

Mr. Gossom: Excuse me, Mr. Hennessey, I understood him to say that he saw the goods as he got on the train to go to St. Louis.

Mr. Norwine: Yes, sir; I saw them at that time.

Mr. Gossom: When was you notified?

Mr. Norwine: After I came back from the city. They couldn't notify me in St. Louis.

Mr. Gossom: I understand that; but do you remember when you were notified that goods were here?

Mr. Norwine: I cannot say positively, about the 27th or 28th.

Mr. Hennessey: After you got back from St. Louis?

Mr. Norwine: Yes, sir.

Mr. Gossom: Did you authorize any one else to receipt for these goods on the day you paid the freight?

Mr. Norwine: Yes, sir; I gave the agent that privilege.

Mr. Gossom: Did you receipt for these goods at that time or authorize anyone else to do so at the time you paid the freight?

Mr. Norwine: No, sir.

Mr. Gossom: Now, Mr. Norwine, was it or was it not the custom and a standing order with the agent that when you paid your freight you authorized him to receipt for the delivery of the goods?

Mr. Norwine: No, sir; when I received the freight he was to sign the book for me.

Mr. Gossom: Did you have any conversation with the agent of this company at the time you paid the freight.

Mr. Norwine: No, sir.

Mr. Gossom: In which you stated that you did not need the iron and that you would just leave it lay on the platform for awhile as the carpenter was not ready to use it?

Mr. Norwine: No, sir; I have no knowledge of any conversation of that kind.

Mr. Gossom: Did you ever count the iron, Mr. Norwine; that is, the bundles?

Mr. Norwine: No, sir.

Mr. Gossom: Did you count them when they first arrived at the depot; that is, when you first seen it?

Mr. Norwine: No, sir; not when it was first received.

Mr. Gossom: I want to ask you if you hauled all of this iron away on the same day?

Mr. Norwine: Yes, sir.

Mr. Gossom: What time in the day did you move it?

Mr. Norwine: In the forenoon.

Mr. Gossom: How long had the iron been on the platform, to your knowledge, until you removed it?

Mr. Norwine: It was about four days or five days as I stated before.

Mr. Gossom: I understood you to say that you went to St. Louis and remained three or four days. When did you come back, on the third or fourth day?

Mr. Norwine: I cannot answer that question postively.

Mr. Hennessey: Is it the custom of the railroad companies to notify the consignee of the arrival of goods?

Mr. Norwine: No, sir; they have to watch for them and get it sometimes at 9 or 10 o'clock at night.

Mr. Gossom: You state that you paid your freight bill on the evening of the day you came back from St. Louis?

Mr. Norwine: Yes, sir.

Mr. Gossom: That was the third day from the time you knew the goods were on the platform?

Mr. Norwine: No, sir; I did not say that.

Mr. Gossom: That is the fact isn't it?

No answer.

Mr. Gossom: Then you paid your freight bill the day you came back from the city?

Mr. Norwine: Yes, sir.

Mr. Gossom: You hauled the freight the next day?

Mr. Norwine: Yes, sir.

Mr. Gossom: Then that would have been about three days.

Mr. Norwine: About three days.

Mr. Gossom: You were not longer than three days in the city?

Mr. Norwine: No, sir.

Mr. Gossom: Then on the fourth day, Mr. Norwine, you removed these goods from the platform?

Mr. Norwine: I said on the fourth or fifth day. If I came back on the fourth, I hauled the freight the next day; if it was the third, I moved them on the fourth. I cannot say postively as I have not the dates.

Mr. Gossom: Can you remember, Mr. Norwine; whether you remained three or four days in the city? This is important.

Mr. Norwine: I cannot do that unless I had a memorandum of the dates.

Mr. Gossom (submitting papers): Is that your signature, Mr. Norwine?

Mr. Norwine: Yes, sir.

Mr. Gossom: I would like to offer that to the Commissioners as evidence of authority from you, to receipt for goods. (Exhibit "A.")

Mr. Gossom: Well, Mr. Norwine, will you state that it was not as late as seven days after you saw the goods on the platform before you hauled them away; will you positively state that it was not later than seven days?

Mr. Norwine: No, sir; I wont, but I don't think it was.

Mr. Gossom: But it might have been seven days?

Mr. Norwine: Probably.

Mr. Gibson was called to the stand and testified, as follows:

Mr. Flory: Mr. Gibson, are you drayman for Mr. Norwine?

Mr. Gibson: Yes, sir; I am.

Mr. Hennessey: I will ask you if you hauled this iron and if you know the date of it?

Mr. Gibson: I hauled the iron, but I don't know the date.

Mr. Hennessey: Did you count the bundles?

Mr. Gibson: I did.

Mr. Hennessey: How many did you find?

Mr. Gibson: There was only eleven bundles.

Mr. Hennessey: Did you notify Mr. Norwine how many bundles you delivered for him?

Mr. Gibson: No, sir; I did not.

Mr. Hennessey: You don't recollect the date?

Mr. Gibson: No, sir.

Mr. Hennessey: Do you know the day of the week?

Mr. Gibson: No, sir; I do not, but it was in the forenoon.

Mr. Gossom: When did you count the iron?

Mr. Gobson: When I put it on the wagon.

Mr. Gossom: How many loads were there of it?

Mr. Gibson: Two.

Mr. Gossom: Did you haul it all the same day, or were you two days at it?

Mr. Gibson: All the same day.

Mr. Gossom: Are you positive of that fact?

Mr. Gibson: Yes, sir; I am.

Mr. Gossom: What time of day did you haul it?

Mr. Gibson: Forenoon.

Mr. Gossom: You say you did not notify Mr. Norwine that there was any of the iron short?

Mr. Gibson: No, sir; I did not.

Mr. Gossom: You knew it was short?

Mr. Gibson: No, sir; I did not.

Mr. Gossom: You counted it?

Mr. Gibson: Yes, sir.

Mr. Gossom: Did you know how much the shipment contained?

Mr. Gibson: No, sir.

Mr. Hennessey: Did you count the bundles as you loaded them on the wagon?

Mr. Gibson: Yes, sir; I must have counted them when I put them on the wagon.

Mr. Gossom: Now, I want to ask you how it was that you counted these bundles of iron when you did not know how many there was in the shipment?

Mr. Gibson: I wanted to make two loads and make one equal with the other.

Mr. Gossom: So you counted them?

Mr. Gibson: Yes, sir.

Mr. Gossom: How many bundles were there?

Mr. Gibson: Eleven; I hauled six the first load and five the next.

Mr. Gossom: How long had the iron been upon the platform before you hauled it away?

Mr. Gibson: I don't know.

Mr. Gossom: How long had you seen it there?

Mr. Gibson: I can't say positively.

Mr. Gossom: Had you seen the iron there any length of time before you hauled it?

Mr. Gibson: Yes, sir; I had seen it there before I hauled it.

Mr. Gossom: How long?

Mr. Gibson: I can't say.

Mr. Gossom: I want to ask you if you hauled any other goods away from there belonging to Mr. Norwine while the iron remained on the platform?

Mr. Gibson: I cannot answer that.

Mr. Gossom: How is that you can remember about removing the iron, the counting of it and you cannot remember of any other shipments?

Mr. Gibson: One reason was that there was so much hard work about it that I cut my hands and I remember that.

Mr. Gossom: Can you remember how long you saw it on the platform?

Mr. Gibson: No, sir; I cannot.

Mr. Gossom: Isn't it a fact that you hauled several other shipments away and left this iron there?

Mr. Gibson: I don't know.

Mr. Gossom: Will you state that you did?

Mr. Gibson: No, sir; I will not.

Mr. Gossom: You don't remember the date you hauled the iron?

Mr. Gibson: No, sir.

Mr. Gossom: Do you remember that you hauled it in the morning?

Mr. Gibson: Yes, sir; I do.

Mr. Gossom: That you made two loads of it?

Mr. Gibson: Yes, sir.

Mr. Gossom: And that you hauled it all the same day?

Mr. Gibson: Yes, sir.

Mr. Gossom: You are positive of that fact?

Mr. Gibson: Yes, sir.

Mr. Gossom: And you can't remember whether you hauled any other goods belonging to Mr. Norwine while the iron remained on the platform?

Mr. Gibson: No, sir.

Mr. Gossom: You don't know?

Mr. Gibson: No, sir.

Mr. Gossom: You are Mr. Norwine's drayman?

Mr. Gibson: Yes, sir.

Mr. Gossom: How long have you been working for him?

Mr. Gibson: Two years in April.

Mr. Gossom: Did Mr. Norwine ever talk to you about this case?

Mr. Gibson: He did.

Mr. Gossom: What did he say about it?

Mr. Gibson: He asked me about it and I told him the same as I have you.

Mr. Gossom: When did you first discover that there was a bundle of iron short?

Mr. Gibson: I cannot say about that. I did not discover it myself.

Mr. Gossom: Well when did you first know that Mr. Norwine lost a bundle of iron?

Mr. Gibson: It was directly after I hauled it.

Mr. Norwine: I will state for the benefit of the witness that he wasn't supposed to know what I bought. He simply hauled the freight and he heard me say there was a shortage. I asked him if he got it all and he said he got all there was there. I think he will testify to that. That was the first he knew that the iron was short.

Mr. Gossom: Mr. Norwine, was there any other goods shipped with these?

Mr. Norwine: I cannot say. There is goods every day for me, and it is customary for me to load them as soon as put on the platform. The driver did not know how much there was or should be or anything about it, but when he found goods for me he loaded them. There may have been groceries and dry goods, I can't say, but I don't think there was.

Mr. Gossom: Who was present when you hauled the iron away?

Mr. Gibson: I can't say.

Mr. Gossom: Did you see Mr. Davies there?

Mr. Gibson: He may have been there.

Mr. Norwine: Do you remember who helped you?

Mr. Gibson: No, sir.

Mr. Norwine: Some one helped you didn't they?

Mr. Gibson: Yes, sir.

Mr. Gossom: You cannot remember who that was?

Mr. Gibson: No, sir.

Mr. Hennessey: You didn't talk with the agent when you hauled it away did you?

Mr. Gibson: I cannot remember.

Mr. Gibson: You don't remember whether you had any conversation with the agent or not?

Mr. Gibson: No, sir.

Mr. Gossom: How many days after you hauled the iron did Mr. Norwine come to you and ask you how many bundles of iron you hauled?

Mr. Gibson: I cannot say how many days.

Mr. Gossom: You had noticed the iron on the platform before you removed it?

Mr. Gibson: Yes, sir.

Mr. Gossom: What were you doing at the time you noticed it?

Mr. Gibson: I was passing by with the delivery.

Mr. Gossom: And you cannot say from your own knowledge how long this iron had been on the platform before you hauled it away?

Mr. Gibson: No, sir; I cannot.

W. F. Lawrence, clerk for Mr. Norwine took the stand.

Mr. Flory: Now Mr. Norwine, you can ask the witness any question you desire; you are the plaintiff in the case and are not represented by an attorney.

Mr. Norwine: Do you know of my receiving eleven bundles of iron on or about that day?

Mr. Lawrence: Yes, I do.

Mr. Norwine: Was there any other goods delivered at that time?

Mr. Lawrence: I don't know.

Mr. Flory: What is Mr. Lawrence's business?

Mr. Norwine: He is my clerk.

Mr. Hennessey: Do you remember the day that the iron was delivered to your house?

Mr. Lawrence: I don't remember the day at all.

Mr. Gossom: Did you ever see this iron, Mr. Lawrence?

Mr. Lawrence: I never saw it until it come to the store.

Mr. Gossom: You do not know that it was shipped and received at this depot at all?

Mr. Lawrence: Only by receiving it at the store. It must have been shipped or we would not have received it.

Mr. Gossom: Do you know how long the iron remained on the platform?

Mr. Lawrence: No, sir.

Mr. Gossom: Do you know whether it was hauled in one load or two loads?

Mr. Lawrence: No, sir.

Mr. Gossom: Where was it delivered at?

Mr. Lawrence: W. C. Norwine's store, outside.

Mr. Gossom: Where outside; was it enclosed in any building or where was this iron left after it was delivered to Mr. Norwine?

Mr. Lawrence: Left on the ground in front of the store, and he commenced putting the roof on the next morning.

Mr. Flory: Who was the first discoverer, if you know, that there was a bundle short; was that the carpenter or some one else?



Mr. Lawrence: The carpenter went to put the iron on and I heard him come in and say that there was not enough iron.

Mr. Hennessey: How many days after the delivery of the goods that the carpenter notified you?

Mr. Lawrence: The same day. I went out with the carpenter and help count them.

Mr. Gossom: Was that the same day?

Mr. Lawrence: Yes, sir; fifteen minutes after they were there.

Mr. Gossom: You say fifteen minutes?

Mr. Lawrence: Yes, sir; no more.

Mr. Gossom: How did the carpenter know?

Mr. Lawrence: He knew how many squares there was in a sheet.

Mr. Gossom: Then he commenced to make his calculation of it before he put the iron on the roof?

Mr. Lawrence: No, sir; he had it calculated before it came.

Mr. Gossom: We understand that; but it would seem a little unusual that the carpenter would go out and count it before he started to put it on the roof.

Mr. Norwine: I will state that it would not be unreasonable for Mr. Gossom to buy shingles for his house and order 25 bundles and they delivered him two; would not he have the right to count them?

Mr. Flory: Is the carpenter present?

Mr. Norwine: No, sir; I don't know where he is at today.

Mr. Gossom: How long had the iron remained there before being finally put on the roof?

Mr. Lawrence: To the best of my knowledge they put it on in two days, that day and the next day.

Mr. Gossom: Did any of that iron laying in front of the store have protection from the night?

Mr. Lawrence: I cannot say, it was piled there.

Mr. Gossom: Where was it piled?

Mr. Lawrence: In front of the store.

Mr. Gossom: Was it locked up or exposed to the public?

Mr. Lawrence: It wasn't locked up; it couldn't be when it was outside.

Mr. Gossom: Then the iron remained there at Mr. Norwine's store laying on the ground?

Mr. Lawrence: Yes, sir; what they did not put on that day.

Mr. Gossom: When you discovered this, I will ask if you only had the carpenter's word for it?

Mr. Lawrence: I counted them myself. I went out with him and we both counted them.

Mr. Gossom: How did you come to go out and count them?

Mr. Lawrence: He said they were short.

Mr. Flory: Can you tell with any degree of accuracy about the time of day you counted these bundles?

Mr. Lawrence: In the forenoon.

Mr. Flory: Of the same day that the drayman delivered the goods?

Mr. Lawrence: Yes, sir.

Mr. Gossom: I would like to know what time in the forenoon that you counted these bundles?

Mr. Lawrence: I don't know; about the middle; between breakfast and dinner.

Mr. Norwine: Was it about eleven o'clock?

Mr. Lawrence: Between ten and eleven. I cannot say.

Mr. Gossom: State was the carpenter just getting around at eleven o'clock to go to work or had he gone to work?

Mr. Lawrence: He came over in the morning.

Mr. Norwine: Didn't he come over in the afternoon and go to work?

Mr. Lawrence: I don't remember about that.

Mr. Gossom: You say you don't remember whether he went to work that evening or not?

Mr. Lawrence: I don't remember what time.

Mr. Gossom: Do you remember whether he went to work that evening or not?

Mr. Lawrence: He went to work the day the iron was received.

Mr. Gossom: Do you know when the iron was received?

Mr. Lawrence: I don't know the date the iron was received.

Mr. Gossom: Did Mr. Norwine take any better care of the iron there than it received here at the depot on the platform after he received it?

Mr. Lawrence: I don't know anything about that.

Mr. Gossom: I would like to have Mr. Davies just make the statement to the Commissioners. He is the man who was employed by the M. R. & B. T. R'y, and is the agent who received the goods in question, and the man who delivered them and received payment from Mr. Norwine.

Mr. Flory: Mr. Hennessey, as far as I am concerned it will be all right, provided Mr. Norwine can ask as many questions as he wants to.

Mr. Gossom: The agent, you understand, is the agent for both

parties; Mr. Norwine had constituted him the agent to sign and receipt for the shipment.

Mr. Gossom: Just state to the Honorable Board of Commissioners the date you received this shipment, payment of freight, and what was said on this occasion, if anything. Just give a detailed statement of that consignment of goods from the time it arrived until it was delivered to Mr. Norwine, how removed from the platform and all about it.

Mr. Davies: This consignment of iron came in here on the 23rd of May, together with a load of merchandise consigned to him and driver came and got the merchandise the same day.

Mr. Gossom: This iron you say came in with another bill of goods?

Mr. Davies: Yes, sir.

Mr. Gossom: To whom were they consigned?

Mr. Davies: To Mr. W. C. Norwine. I told the driver that the iron belonged to Mr. Norwine, and it was marked plainly (W. C. Norwine.)

Mr. Gossom: When did you tell him?

Mr. Davies: When he came after the merchandise; the same day

Mr. Gossom: On the 23rd?

Mr. Davies: Yes, sir; on the 23rd, along about four o'clock in the evening.

Mr. Flory: Did you tell him then that the iron was there?

Mr. Davies: Yes, sir.

Mr. Flory: Did you check it out?

Mr. Davies: Yes, sir; I checked it out O. K., as to bill, 12 bundles galvanized iron.

Mr. Flory: Can you tell me, from your own personal knowledge, whether Mr. Norwine has received any iron prior to that time in connection with a shipment of merchandise, and whether it was customary for him to haul it away, that is the merchandise, or leave it until some future time?

Mr. Davies: I think he had received some before that if I remember right.

Mr. Norwine: Do you mean that I received galvanized iron prior to that time for roofing?

Mr. Davies: I think so.

Mr. Norwine: I don't know where it went to.

Mr. Davies: Do you not retail it?

Mr. Norwine: No.

Mr. Gossom: Now I understand that you received the consignment of goods for Mr. Norwine, which consisted of a load of galvanized iron and various other groceries, one thing and another, all consigned to Mr. Norwine, and that his drayman came over here on the same day of the arrival of the goods, and that you notified him of the iron being here and told him that it was Mr. Norwine's iron?

Mr. Davies: Yes, sir.

Mr. Gossom: Then what did he do?

Mr. Davies: He hauled all the merchandise away and left the iron.

Mr. Flory: On the day of the arrival?

Mr. Davies: Yes, sir.

Mr. Hennessey: I want to ask you when your responsibility ceased, whether after goods are delivered or whether it is when you have notified the owner or the driver?

Mr. Davies: I think my responsibility would cease when I notified the driver that his goods were here.

Mr. Hennessey: Then you would not protect the goods any longer?

Mr. Davies: Certainly I would protect it, but in my judgment my responsibility would cease when I notified the driver.

Mr. Hennessey: Would not you be bound to protect this shipment until the freight was paid?

Mr. Davies: Yes, sir.

Mr. Hennessey: Can you tell me what day the freight was paid on these goods?

Mr. Davies: The 27th day of May.

Mr. Hennessey: That was four days afterwards?

Mr. Davies: Yes, sir.

Mr. Hennessey: Until that time you were responsible for these goods?

Mr. Davies: Yes, sir; until I collected the charges.

Mr. Hennessey: Did you count the bundles at the time that the freight was paid?

Mr. Davies: Yes, sir; I check my freight daily, every morning.

Mr. Hennessey: Did you check them up at the time the freight bill was paid?

Mr. Davies: Yes, sir.

Mr. Hennessey: Were there 12 bundles then?

Mr. Davies: Yes, sir.

Mr. Hennessey: And it was the day after that that he hauled the goods away?

Mr. Davies: It was about the 29th that he hauled the first load.

Mr. Hennessey: Two days afterwards?

Mr. Davies: Yes, sir.

Mr. Hennessey: Are you positive of that fact?

Mr. Davies: Yes, sir. My statement that I made under that date will prove that.

Mr. Gossom: You say you notified Mr. Norwine's drayman on the day of the arrival of the goods at this point?

Mr. Davies: Yes, sir; I saw it there and notified him.

Mr. Gossom: Then he moved not the iron, but the other goods?

Mr. Davies: He moved the groceries.

Mr. Gossom: Then when did he move the iron?

Mr. Davies: About ten o'clock on the morning of the 29th, the first load.

Mr. Gossom: When did he take the second load?

Mr. Davies: About seven or eight o'clock the next morning, on the 30th.

Mr. Flory: As I understand you to say, Mr. Davies, about ten a. m. on the 29th he took the first load of iron and did not take the second load of iron until the 30th?

Mr. Davies: Yes, sir. He took seven bundles the first load, and the second load there was four bundles, making 11 bundles in all. There were 12 bundles there on the day of the 29th, he took seven away, leaving five.

Mr. Flory: You are positive of that, Mr. Davies?

Mr. Davies: Yes, sir; positive of that.

Mr. Flory: Are you positive that there were 12 bundles when he took the other bundles?

Mr. Davies: Yes, sir; I am sure of that.

Mr. Flory: Then you are sure that he did not take it all away on the same day?

Mr. Gossom: Did you have any conversation with Mr. Norwine at the time of receiving the freight for this shipment of goods?

Mr. Davies: When I collected the charges on it I receipted the book for the freight, but he had not received the freight yet. If I remember correctly he said, when I told him it was there, that he would not need it for a few days.

Mr. Flory: On that particular point are you positive?

Mr. Davies: I am positive that he said he would not need it for a few days.

Mr. Hennessey: You are positive that he did not remove it all in one day?

Mr. Davies: Yes, sir; I am positive of that.

Mr. Gossom: Were you present when the drayman hauled the first load of iron away from the platform?

Mr. Davies: Yes, sir; I was present when he hauled both loads away, the first and second loads.

Mr. Flory: Who helped him load the iron, or do you remember?

Mr. Davies: No, sir; I have no recollection.

Mr. Hennessey: Was there anybody helped him?

Mr. Davies: Yes, sir; some boy helped him.

Mr. Gossom: I will ask if you gave this shipment of iron as much attention as other shipments that you handled?

Mr. Davies: Yes, sir.

Mr. Hennessey: Did you have a depot here at that time?

Mr. Davies: No, sir; not at that time.

Mr. Hennessey: The goods were unloaded on the platform?

Mr. Davies: Yes, sir.

Mr. Gossom: Then it was on the 23rd the goods were received, and you notified the drayman on that day?

Mr. Davies: Yes, sir.

Mr. Gossom: On the 27th the freight was paid and receipted for?

Mr. Davies: Yes, sir.

Mr. Gossom: On the 29th he hauled the first load?

Mr. Davies: Yes, sir.

Mr. Gossom: On the 30th he hauled the second load?

Mr. Davies: Yes, sir; the four bundles.

Mr. Gossom: Did he or did he not haul away other shipments and leave the iron lay on the platform?

Mr. Davies: I think he did. He received some goods every day almost.

Mr. Gossom: You state in your direct examination here that there was other goods received at the same time?

Mr. Davies: Yes, sir.

Mr. Gossom: They were hauled away on the 23rd, the day that the merchandise and the iron arrived?

Mr. Davies: Yes, sir.

Conductor Waller Palmer took the stand and testified as follows:

On the 23rd of May I run a train and delivered merchandise here for several men, and there was 12 bundles of galvanized iron for

W. C. Norwine. We unloaded it in good condition, on the platform here.

Mr. Flory: What kind of a car was it?

Mr. Palmer: An Iron Mountain car.

Mr. Flory: A box-car

Mr. Palmer: Yes, sir; an Iron Mountain box-car. I had four cars of merchandise. There was merchandise in this car for some Flat River merchants and in the other cars.

Mr. Norwine: Was there not some galvanized iron for Mr. Dennis and Mr. Semar?

Mr. Palmer: Well, sir; I can't say. There was 12 bundles marked for you. I don't remember of any other shipments of that nature, now.

Mr. Davies recalled:

Mr. Norwine: Didn't Mr. Dennis and Mr. Semar receive some iron on or about that time?

Mr. Davies: Mr. Dennis received a shipment of galvanized iron a few days before that and had taken it all away before that time. That was the reason I told you it was no use to go and see Mr. Dennis.

Mr. Flory: The question was did they receive any on that particular day, May 23rd?

Mr. Davies: No, sir.

Mr. Flory: Do you know whether or not Mr. Dennis' iron had been hauled away prior to the 23rd or in other words before the time of day of the 23rd that this delivery was made of Mr. Norwine's goods?

Mr. Davies: There was no iron on the platform at all.

Mr. Flory: Nothing of that character?

Mr. Davies: No, sir; it had been taken away a couple of days before.

Mr. Norwine: Mr Davies, didn't you say to me that Mr. Dennis and Mr. Semar got some iron and that it is likely that they got your bundle of iron and that you would go over and see them?

Mr. Davies: No, sir; I don't think I did. I remember saying that I did not think it was necessary to go over and see him because he had gotten his iron a day or two before that.

Mr. Norwine: I had never given you written notice to sign this book until this trouble came up, and after that didn't you come and ask that I give you that written notice?

Mr. Davies: Yes, sir. All the merchants authorized me to do that before, months before that.

Mr. Flory: Who checked the freight out of the car?

Mr. Palmer: The agent.

Mr. Gossom: What agent?

Mr. Palmer: Mr. Davies.

Mr. T. U. Young takes the stand and testifies as follows:

Mr. Gossom: State your name.

Mr. Young: T. U. Young.

Mr. Gossom: What position do you occupy with the M. R. & B. T. R'y.

Mr. Young: Assistant superintendent.

Mr. Gossom: Will you please state to the Commissioners the facts in regard to the shipment of goods in which there was a consignment of iron for W. C. Norwine, received at this station on or about the 23rd day of May, 1898?

Mr. Young: Our records show that a consignment of 12 bundles of galvanized iron and one box of nails were received at Flat River station on the 23rd of May, consigned to W. C. Norwine, and that same laid on the platform until the 27th day of May before Mr. Norwine paid the freight on same. Our statement from our agent shows that Mr. Norwine was advised of the iron being on the platform on the day of its arrival, and the day he paid his freight the 12 bundles of iron and one box of nails were still on the platform, that was four days after the freight arrived at the station. About the 29th, Mr. Norwine sent his driver, (the drayman) and hauled away seven bundles of iron and one box of nails and left five bundles of iron on the platform. On the morning of the 30th he came back for the other five and there were only four, one bundle having been taken or stolen from the platform during the night of the 29th.

Mr. Hennessey: You are speaking from the records of the receipt and not from your own personal knowledge are you not?

Mr. Young: Yes, sir.

Mr. Hennessey: You made the statement that Mr. Norwine had been notified of the arrival of this shipment.

Mr. Young: It was the drayman.

Mr. Hennessey: Mr. Norwine's drayman?

Mr. Young: Yes, sir.

Mr. Gossom: Mr. Norwine says that he saw the iron on the platform the day he went to St. Louis and the driver was notified on the 29th after the 23rd.



The following were filed in evidence by defendants:

T. U. Young, Bonne Terre, Mo.:

Flat River, Mo., June 1, 1898.

There was stolen from platform here last night one bundle galvanized iron consigned to W. C. Norwine. Cost of same about \$10.00-\$12.00.

(Signed)

AGENT.

Mr. D. J. Davies, Agent, Flat River, Mo.:

Bonne Terre, Mo., June 3, 1898.

Dear Sir—Referring to your O. S. & D. report No. 5, May 31st, and your wire of June 1st. With return of papers, I want full explanation from you as to how long this iron laid on the platform; that is, saying what day it was unloaded on platform and the consignee was notified that same was on hand.

(Signed)

Yours truly,

J. BURNS,

General Freight Agent.

Flat River, Mo., June 4, 1898.

J. BURNS, Esq., G. F. A., Bonne Terre, Mo.:

Dear Sir—Referring to yours of the 3rd inst., and to my O. S. & D. report No. 5, of May 31st, relative to a bundle galvanized iron, consigned to W. C. Norwine:

This shipment was received May 23rd, and consignee's drayman was notified of iron being here on same date. Same laid here on platform until June 1st, upon which date the last load was taken away; there was one load of 7 bundles taken away a few days previous, about May 30th, and the last 4 bundles on the 1st June, in which there was one bundle short, this making 11 bundles and should have been 12 bundles. This shipment checked from car O. K. as billed, 12 bundles galvanized iron and one box nails.

(Signed)

Yours truly,

D. J. DAVIES,

Agent.

Bonne Terre, Mo., June 7, 1898.

Mr. D. J. Davies, Agent, Flat River, Mo.:

Dear Sir—Referring to your O. S. & D. report, No. 5, hereto attached. Did this shipment of iron check O. K. from the car? What date the consignee pay the freight charges on same and accept shipment, and how many days after charges were paid and shipment accepted did you discover the shortage on account of being stolen from platform.

Give me full information with quick return of papers.

(Signed)

Yours truly,

J. BURNS,

General Freight Agent.

Flat River, Mo., June 8, 1898.

J. Burns, Esq., G. F. A., Bonne Terre, Mo.:

Dear Sir—Referring to yours of 7th inst., in regard to bundle iron stolen from platform here.

Yes, sir; this iron checked from the car O. K., 12 bundles galvanized iron and one box nails, as billed.

I collected charges on same May 27th, and was three days after charges were paid and shipment accepted when I discovered shortage. This iron laid on platform until about May 29th before any of it was taken away; there was one load taken away on the 29th, consisting of 7 bundles iron, and another on 30th consisting of 4 bundles. Mr. Norwine's drayman seen this iron on platform and was notified by me also, on same date as same arrived, which was on May 23rd; that it belonged to W. C. Norwine, and iron was marked same.

There was a lot of merchandise here for him on same date and he taken the groceries, but left the iron.

This is the full information of this matter from time shipment arrived until taken away.

(Signed)

Yours truly,

D. J. DAVIES,

Agent.

Flat River, Mo., June 14, 1898.  
 Agent of Flat River Office, M. R. & B. T. Ry.:  
 Sir Your road debtor to me for 2 60-100 squares of galvanized iron and freight on same.

Iron, \$8.58; freight——

You will proceed to collect same for me.

W. C. NORWINE.

Flat River, Mo., June 15, 1898.  
 J. Burns, Esq., G. F. A., Bonne Terre, Mo.:

Dear Sir—Next attached please find claim of W. C. Norwine to amount of \$8.58 for one bundle galvanized iron, which was stolen from platform, as per my O. S. & D. report No. 5, of May 31, 1898.

(Signed)

Yours respectfully,

D. J. DAVIES,  
 Agent.

Bonne Terre, Mo., June 22, 1898.  
 Mr. D. J. Davies, Agent, Flat River, Mo.:

Dear Sir—Returning herewith papers in claim of W. C. Norwine, \$8.58. I would ask if Mr. Norwine's driver signed the receipt for these goods on the day the freight was paid. Can you state about what time of the day it was this bundle of iron was stolen, or give us any other information with reference to same.

Advise with quick return of papers.

(Signed)

Yours truly,

J. BURNS,  
 General Freight Agent.

Flat River, Mo., June 23, 1898.  
 J. Burns, Esq., G. F. A., Bonne Terre, Mo.:

Dear Sir—In regard to yours of the 22nd and papers next attached. Mr. Norwine receipted for these goods the day he paid the freight on same.

This bundle of iron was stolen during the night some time, but I cannot state what time this occurred, as I was not on duty; it was done between the hours of 9:30 p. m. and 5 o'clock a. m. the night of May 29th, for I left the office for the night between time mentioned, and upon return the morning of May 30th found the iron scattered on platform and one bundle short.

(Signed)

Yours respectfully,

D. J. DAVIES,  
 Agent.

Flat River, Mo., June 30, 1898.  
 J. Burns, Esq., G. F. A., Bonne Terre, Mo.:

Dear Sir—In regard to yours of 29th inst., and papers next attached. Mr. Norwine paid freight charges on this shipment May 27th, and shortage of one bundle iron was discovered May 30th. Same was stolen the night of May 29th. The last load of iron was taken from platform morning of May 30th, and I collected the charges on same May 27th. This makes exactly three days the same laid here on platform after I had obtained receipt for the delivery of same.

(Signed)

Yours respectfully,

D. J. DAVIES,  
 Agent.

Bonne Terre, Mo., June 29, 1898.  
 Mr. Davies, Agent, Flat River, Mo.:

Dear Sir—Again returning papers with reference to Mr. Norwine's claim of \$8.58 for loss of one bundle of iron. I would ask on what day did Mr. Norwine pay his freight and on what day the shortage was discovered, so that we can tell just exactly how long goods laid on platform after you obtained a receipt for the delivery of same.

Return papers promptly.

(Signed)

Yours truly,

J. BURNS,  
 General Freight Agent.

Bonne Terre, Mo., July 1, 1898.  
 Mr. J. Burns, Genl. Frt. Agt., Bonne Terre, Mo.:

Dear Sir—Herewith lot of correspondence relative to claim of W. C. Norwine of Flat River, for \$8.58, for loss of one bundle of iron, stolen from platform at Flat River on the night of May 29th.

You will note from attached correspondence that Mr. Norwine paid freight charges and receipted for this shipment May 27th, but did not remove it, and the bundle was stolen after same had laid on the platform three days, and now he wishes us to assume the responsibility and pay for the loss.

Will you please advise if we shall do so?

(Signed)

Yours truly,

T. U. YOUNG,  
Ass't Sup't.

Bonne Terre, Mo., July 5, 1898.

Mr. T. U. Young, Assistant Superintendent, Building:

Dear Sir—Returning herewith correspondence relative to claim of Mr. W. C. Norwine, of Flat River, for \$3.58, for loss of one bundle of iron, etc.

Taking all the evidence into consideration as shown in the attached papers, I do not see that we have any responsibility in this case, since the consignee had ample time to remove the goods on the date freight charges were paid and goods receipted for.

(Signed)

Yours truly,

J. BURNS,  
General Freight Agent.

Bonne Terre, Mo., July 6, 1898.

Mr. D. J. Davies, Agent, Flat River, Mo.:

Dear Sir—Referring to recent correspondence relative to loss of one bundle of iron, consigned to W. C. Norwine, Flat River, Mo., W. B. B. T. 281, May 20th. In regard to Mr. Norwine's claim of \$3.58 on account of one bundle of iron being stolen from platform at your station night of May 29, 1898, after delivery of goods had been made three days, will state that this company is not responsible for this loss, as the consignee had ample time to remove the goods on the day the freight charges were paid, and we certainly cannot be held responsible for goods left on the platform after a reasonable length of time has been allowed for removing them.

Therefore, we must decline the claim. Return the expense bill and invoice to Mr. Norwine and say to him that we regret that it would not be consistent for us to pay him for the loss in question.

(Signed)

Yours truly,

J. BURNS,  
General Freight Agent.

Flat River, Mo., July 9, 1898.

J. Burns, Esq., G. F. A., Bonne Terre, Mo.:

Dear Sir—In regard to the claim of Mr. Norwine for one bundle galvanized iron, which was stolen. When I went to return to Mr. Norwine his invoice bill and expense bill he declined to take same from me, and said he was going to bring suit against us for the amount due, and I have heard he was getting ready for that purpose. I explained the case to him, but he paid no attention.

Please attend to this at once, as I think it best to, as he has already taken steps to bring suit against the company.

(Signed)

Yours respectfully,

D. J. DAVIES,  
Agent.

Flat River, Mo., July 13, 1898.

This is to certify that we, the undersigned, have always heretofore given Mr. D. J. Davies, agent, our permission to sign his book for us when receiving money for freight:

(Signed)  
(Signed)  
(Signed)  
(Signed)  
(Signed)  
(Signed)  
(Signed)  
(Signed)  
(Signed)

THOMAS PORTER,  
EVANS & MEDLEY,  
W. C. NORWINE,  
WILSON & PRATHER,  
WILLIAMS BROS.,  
JAMES L. DARLING,  
J. M. LEMAR & BRO.,  
J. F. DENNIS,  
HOUSER DRUG CO.

February 21, 1899—The Commissioners made the following ruling in the foregoing matter:

"The evidence taken at the hearing of this matter, shows that the consignment of goods of which the roofing iron in question formed a part, was received at Flat River station, May 23, 1898, and was receipted for and charges paid by Norwine on May 27th, but not removed until May 29th and 30th. The evidence taken shows that the shortage of one bundle of iron was not discovered until Norwine's carpenter was placing iron on roof of Norwine's building several days after the arrival of the iron at Flat River. Nothing was heard to show when or how the shortage complained of occurred. Reviewing the evidence the Commissioners are of the opinion that Norwine has no valid claim against the M. R. & B. T Railroad Co., on account of the loss of one bundle of iron alleged to have been stolen from the station house of the said company at Flat River before delivery to said Norwine, and with that finding, the case is dismissed."

Copies of foregoing were duly mailed to parties interested.



## PART V.

### WAREHOUSE AND GRAIN INSPECTION DEPARTMENT.

OFFICE OF RAILROAD AND WAREHOUSE COMMISSIONERS, }  
CITY OF JEFFERSON, January 19, 1900. {

Hon. Lon V. Stephens, Governor of Missouri:

Sir—The Railroad and Warehouse Commissioners, as required by law, herewith submit their report of the operations of the Warehouse Department for the year ending December 31, 1899.

The law provides that the report of this Department be made not later than December 31st of each year, but it is impossible to close the various accounts and complete the annual reports within the time specified. The reports of the Chief Inspector and Warehouse Registrar are made to this office at as early a date as possible after the close of the fiscal year.

Submitted as a part of this are the reports of the Chief Inspector and Registrar, giving the details of the operations of the Department for the year 1899.

Statements filed show as follows:

Number of cars of wheat inspected on arrival at St. Louis.....	6,935
Number of cars of corn inspected on arrival at St. Louis.....	11,939
Number of cars of oats inspected on arrival at St. Louis.....	5,301
Number of cars of rye inspected on arrival at St. Louis.....	402
Number of cars of barley inspected on arrival at St. Louis.....	78
Total.....	24,655

Number of cars of wheat inspected on arrival at Kansas City.....	10,405
Number of cars of corn inspected on arrival at Kansas City.....	6,063
Number of cars of oats inspected on arrival at Kansas City.....	1,821
Number of cars of rye inspected on arrival at Kansas City.....	184
Total.....	18,493

Number of cars of wheat inspected on arrival at St. Joseph.....	1,112
Number of cars of corn inspected on arrival at St. Joseph.....	671
Number of cars of oats inspected on arrival at St. Joseph.....	25
Number of cars of rye inspected on arrival at St. Joseph.....	6
Total.....	1,814

Total number of cars inspected on arrival at St. Louis.....	24,655
Total number of cars inspected on arrival at Kansas City.....	18,493
Total number of cars inspected on arrival at St. Joseph.....	1,814
Total.....	44,962

Inspection of grain in sacks, on arrival at St. Louis, 1899, were:

	Bushels.
Wheat.....	176,249
Corn.....	5,573
Total.....	181,922

Inspection on arrival during the year, 1899, as compared with inspections during, 1898, as follows:

ST. LOUIS.		
Decrease in number cars of wheat.....	1,581	
Decrease in number cars of corn.....	376	
Decrease in number cars of oats.....	226	
Decrease in number cars of rye.....	153	
Increase in number cars of barley.....	37	
Totals.....	37	2,335
Net decrease.....		2,298
KANSAS CITY.		
Decrease in number cars of wheat.....	1,191	
Decrease in number cars of corn.....	2,388	
Decrease in number cars of oats.....	197	
Decrease in number cars of rye.....	177	
Decrease.....		3,953
ST. JOSEPH.		
Increase in number cars of wheat.....	569	
Decrease in number cars of corn.....	118	
Decrease in number cars of oats.....	39	
Decrease in number cars of rye.....	177	
Totals.....	569	834
Net increase.....	235	

Total net decrease in number of cars inspected on arrival.....	6,350
Number of cars inspected on arrival in 1897.....	63,102
Number of cars inspected on arrival in 1898.....	52,298
Number of cars inspected on arrival in 1899.....	44,962

## Grain inspected on arrival, sacks, St. Louis:

Number of sacks, 1898 .....	291,746
Number of sacks, 1899 .....	181,822
Decrease in 1899 .....	109,924

## Receipts into warehouses at St. Louis, during 1899, were:

	Bushels.
Wheat.....	1,953,540
Corn.....	5,246,599
Oats.....	223,457
Rye.....	7,813
Barley.....	78,460
Total .....	7,509,869

## Total receipts into warehouses at St. Louis during 1898:

	Bushels.
All grain.....	9,626,939
In 1899, all grain .....	7,509,869
Decrease.....	2,117,070

## Shipments from warehouses in St. Louis, during 1899, were:

	Bushels.
Wheat.....	1,457,924
Corn.....	5,024,366
Oats.....	336,017
Rye.....	4,912
Barley.....	39,504
Total.....	6,862,723

## Shipments from warehouses in St. Louis, during 1898, were:

	Bushels.
All grain.....	13,504,039
In 1899, all grain.....	6,862,723
Decrease.....	6,642,316



## Grain in warehouses at St. Louis, December 31, 1899:

	Bushels.
Wheat.....	1,247,631
Corn.....	319,783
Oats.....	28,561
Rye.....	3,501
Barley.....	51,566
Total.....	1,651,132

	Bushels.
Grain in warehouses at St Louis, Dec. 31, 1898.....	1,205,703
Increase grain in warehouses Dec. 31, 1899.....	445,429

The receipts of this Department for the year, 1899, including St. Louis, Kansas City and St. Joseph inspection districts, were:

Weighing and inspection fees.....	\$29,343 68
Balance on hand January 1, 1899.....	11,684 17
	<u>\$41,027 85</u>

## Disbursements were:

Pay rolls.....	\$33,364 04	
Office and contingent expenses.....	5,069 77	\$38,433 81
Balance on hand January 1, 1900.....		<u>\$2,594 04</u>

## Receipts during the year ending December 31, 1898, were:

Weighing and inspection fees.....	\$43,994 04
Balance on hand January 1, 1898.....	14,965 62
	<u>\$58,959 66</u>

## Disbursements were:

Pay rolls.....	\$41,293 62	
Offices and contingent expenses.....	6,011 87	\$47,305 49
Balance on hand January 1, 1899.....		<u>\$11,684 17</u>

November 1, 1899, Mr. W. H. Goodding of Macon, Mo., assumed the duties of Chief Inspector, vice, J. C. A. Hiller, whose term of office expired.

The duties devolving upon the employes of the inspection and weighing departments have been efficiently performed.

Reductions in the number of employes have been made from time to time, as was deemed necessary, and we are confident that the management of the Department during the year has been as economical as was consistent with efficient service.

Details of operation, together with correspondence, and action of the Board regarding the Warehouse Department, will be found hereinafter.

Respectfully submitted,

JOSEPH FLORY,

T. J. HENNESSEY,

WM. E. M'CULLY,

Railroad and Warehouse Commissioners.

# REPORT OF CHIEF INSPECTOR.

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OFFICE OF THE CHIEF INSPECTOR OF GRAIN FOR THE STATE OF MISSOURI, {  
St. Louis, January 2, 1900. }

To The Honorable Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I beg leave to submit herewith the Tenth annual report of this Department embracing its transactions for the year ending December 31, 1899, together with the usual tabulated statement showing the work of the Department, its earnings and its expenditures.

Exhibit "A" shows the inspection on arrival of all grain received in cars during each month of the year at St. Louis, Kansas City and St. Joseph, respectively.

Exhibit "B" shows the number of sacks of each kind of grain received by river and in cars during each month of the year.

Exhibit "C" shows the financial transactions of the Department, its receipts and disbursements for each month of the year, together with the balance carried over.

For the exhibit of the number of bushels inspected from store I respectfully refer you to the report of the Warehouse Registrar.

Having only taken charge of the administration of the Department on November 11, 1899, I am largely indebted for these statistics to my predecessor, J. C. A. Hiller.

Owing to the falling off of business in this Department, which is largely due to the shortage of crops in sections tributary to our markets, I have been pained by the necessity of having to recommend a reduction in the working force of this Department, believing that all parties interested in the grain trade are entitled to the best possible service at the least possible expense.

Your attention is respectfully directed to the annual report of Mr. H. J. Flory, Warehouse Registrar, herewith attached.

As far as I am able to judge at this time the employees, without exception, are trying to perform their duties to the best interests of the Department. During the short time I have been associated with them they have rendered me cheerful help in the work under my direction.

Very respectfully,

W. H. GOODDING,  
Chief Inspector.

# REPORT OF WAREHOUSE REGISTRAR.

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OFFICE OF THE CHIEF INSPECTOR OF GRAIN OF THE STATE OF MISSOURI, }  
St. Louis, January 2, 1900. }

To the Honorable Board of Railroad and Warehouse Commissioners, Jefferson City,  
Mo.:

Gentlemen—I beg leave to submit herewith the Tenth annual report of this office for the year ending December 30, 1899.

The total number of cars received in store during the year was 8,085, as against 11,591 received in 1898. The average number of bushels per car of each kind of grain received from cars was: Wheat, 754 bushels; corn, 870 bushels; oats, 1,245 bushels; rye 607 bushels; barley, 1,006 bushels.

Grain in Store—The entire stock of grain in store in the public warehouses of the city of St. Louis at the close of the year ending December 30, 1899, was 1,651,132 bushels.

Shipments from Store—The total shipments from store during the year for which this report is made amounted to 6,862,723 bushels, as against 13,505,039 bushels in the year 1898.

Appended hereto you will find a tabulated statement in detail of the business of this office during the past year.

Thanking you, in conclusion, for the able assistance you have rendered this office, and for the interest you have at all times taken in the work of this branch of the Grain Inspection Department, I remain,

Very respectfully,

H. J. FLORY,

Warehouse Registrar.

**EXHIBIT "A."**  
**INSPECTION ON ARRIVAL AT ST. LOUIS, 1899.**

**WHEAT.**

Months.	1 Hard....	2 Hard....	3 Red.....	3 Red.....	4 Winter..	2 Spring...	3 Spring...	2 Mixed....	3 Mixed....	Rejected...	No grade...	Total.
January.....	58	133	1	45	124	56	68	.....	4	36	1	526
February.....	45	49	.....	20	42	25	60	5	1	25	1	273
March.....	40	36	1	35	17	27	62	1	1	17	.....	237
April.....	43	12	2	29	13	10	31	1	5	12	.....	158
May.....	29	16	22	31	24	19	46	.....	6	12	.....	205
June.....	74	30	15	68	53	18	43	.....	8	16	7	332
July.....	88	27	324	376	183	10	13	2	3	31	17	1,074
August.....	101	54	326	414	331	6	13	6	4	119	87	1,461
September.....	77	80	175	171	249	7	26	3	5	82	35	910
October.....	151	50	158	93	192	8	83	.....	32	46	22	785
November.....	37	34	131	69	143	.....	9	.....	9	84	3	519
December.....	60	71	77	73	113	2	37	.....	1	16	5	455
Totals.....	803	392	1,232	1,424	1,484	188	441	18	79	496	178	6,935

**INSPECTION ON ARRIVAL AT ST. LOUIS, 1899.**

**CORN.**

Months.	2 White....	3 White....	4 White....	2	3	4	No grade..	Total.
January.....	122	38	4	669	216	50	.....	1,099
February.....	197	32	2	722	141	17	.....	1,112
March.....	108	41	2	390	67	14	3	625
April.....	91	22	1	319	77	4	2	516
May.....	254	50	6	446	48	5	5	814
June.....	331	70	18	601	118	24	31	1,193
July.....	428	37	47	663	105	23	17	1,320
August.....	256	109	31	423	150	41	16	1,026
September.....	188	69	14	619	317	25	9	1,241
October.....	202	93	7	516	174	29	2	1,023
November.....	246	52	4	618	139	14	2	1,075
December.....	186	56	6	517	121	9	.....	805
Totals.....	2,609	669	142	6,503	1,674	255	87	11,939

## INSPECTION ON ARRIVAL AT ST. LOUIS, 1899.

Months.	Oats.								Rye.		
	2 White..	3 White..	4 White..	2	3	4	No grade.	Total.....	2	3	Total.....
January.....	48	158	65	49	26	17	3	366	7	16	23
February.....	59	128	70	52	18	20	2	349	4	11	15
March.....	74	133	61	30	10	10	.....	318	27	9	36
April.....	87	184	83	46	13	14	2	429	9	7	16
May.....	186	197	53	57	12	20	1	526	14	3	17
June.....	134	128	53	31	22	8	2	378	6	8	14
July.....	158	150	50	34	33	10	4	448	4	3	7
August.....	56	143	85	15	19	15	12	345	20	11	31
September.....	82	230	221	22	37	24	9	625	21	10	31
October.....	90	309	245	45	55	23	8	775	81	19	100
November.....	53	134	107	53	14	10	1	372	21	34	55
December.....	54	148	87	61	13	6	1	370	10	47	57
Totals.....	1,081	2,042	1,189	495	272	177	45	5,301	224	178	402

## EXHIBIT "B."

## INSPECTION ON ARRIVAL AT ST. LOUIS (IN SACKS)—1899.

Months.	Wheat.					Corn.				
	2 Red .....	3 Red .....	4 Winter.	Rejected.	No grade.	2 White..	3 White..	2	3	Total .....
January.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
February.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
March.....	52	680	283	155	.....	154	515	.....	144	1,963
April.....	70	552	22	.....	.....	.....	.....	.....	32	676
May.....	.....	.....	.....	.....	.....	.....	.....	141	.....	141
June.....	.....	350	301	.....	.....	14	.....	.....	.....	665
July.....	23,377	20,980	9,453	1,014	113	.....	.....	679	198	55,814
August.....	29,971	34,030	14,361	1,761	126	671	.....	367	283	81,570
September.....	651	2,492	740	65	46	.....	.....	.....	.....	3,994
October.....	4,624	3,211	202	54	.....	.....	.....	.....	58	8,149
November.....	5,100	7,278	1,093	186	.....	.....	.....	.....	.....	13,657
December.....	6,254	6,253	339	.....	.....	2,327	.....	.....	.....	15,173
Totals.....	70,099	75,826	26,794	3,235	285	3,166	515	1,187	715	181,822

## INSPECTION ON ARRIVAL AT KANSAS CITY—1899.

## WHEAT.

Months.	2 Hard....	3 Hard....	2 Red .....	3 Red .....	4 Winter..	2 Spring..	3 Spring...	2 Mixed....	3 Mixed....	Rejected...	No grade..	Total .....
January .....	554	433	12	18	127	78	104	5	60	39	3	1,433
February .....	360	295	18	27	105	83	101	.....	57	45	3	1,094
March.....	191	232	1	10	96	48	117	2	39	67	3	796
April.....	118	79	.....	.....	32	88	124	7	21	26	.....	495
May .....	106	95	12	7	55	95	101	12	25	44	.....	552
June .....	205	197	15	6	73	121	84	22	49	87	2	861
July.....	222	193	15	32	112	30	40	8	28	47	6	733
August .....	318	305	11	43	221	12	28	7	30	144	28	1,147
September.....	177	253	7	63	207	8	27	7	61	199	20	1,119
October.....	243	249	3	22	280	6	61	4	52	315	.....	1,235
November.....	65	68	2	9	94	16	21	5	32	133	.....	445
December.....	138	101	1	9	89	30	19	3	20	72	13	495
Total.....	2,697	2,490	97	246	1,581	615	827	82	474	1,218	78	10,405

## EXHIBIT "A."—NO. 2.

## INSPECTION ON ARRIVAL AT KANSAS CITY—1899.

## CORN.

Months.	2 White....	3 White....	4 White....	2.....	3.....	4.....	No grade..	Total.....
January.....	97	38	6	534	100	15	.....	790
February .....	140	22	1	398	70	4	1	631
March.....	157	44	2	261	81	2	3	550
April.....	104	58	2	180	89	7	.....	440
May .....	290	95	1	373	85	.....	3	847
June.....	102	54	10	202	90	8	10	476
July .....	134	107	7	305	91	10	10	664
August.....	46	38	10	130	87	30	4	345
September.....	28	42	8	108	68	20	.....	274
October.....	41	22	12	146	85	26	3	335
November.....	76	7	1	228	26	4	1	343
December.....	30	6	.....	317	33	1	1	388
Totals.....	1,245	533	60	3,177	905	127	36	6,083

## EXHIBIT "A."—NOS. 3 &amp; 4.

## INSPECTION ON ARRIVAL AT KANSAS CITY—1899.

## OATS AND RYE.

Months.	Oats.								Rye.		
	2 White..	3 White..	4 White..	2	3	4	No grade.	Total.....	2	3	Total.....
January .....	62	87	2	10	3	3	1	168	10	1	11
February.....	36	127	4	8	18	7	1	201	11	2	13
March .....	43	116	6	6	25	3	2	201	15	11	26
April.....	13	76	1	2	15	7	.....	114	1	5	6
May.....	25	102	8	3	23	6	.....	167	2	5	7
June.....	19	31	4	1	14	6	.....	75	1	8	9
July.....	17	53	6	6	16	4	.....	102	8	7	15
August .....	10	85	47	18	47	17	5	229	3	10	13
September .....	23	56	36	10	53	7	1	186	24	8	32
October.....	22	50	25	11	59	11	.....	178	23	9	32
November.....	26	50	6	8	26	7	.....	123	7	11	18
December.....	12	29	5	10	13	7	1	77	..	2	2
Totals .....	308	862	150	93	312	85	11	1,821	105	79	184

## INSPECTION ON ARRIVAL AT ST. JOSEPH, MO., 1899.

## WHEAT.

Months.	2 Hard.....	3 Hard.....	2 Red.....	3 Red.....	4 Winter...	2 Spring...	3 Spring...	2 Mixed ....	3 Mixed ....	Rejected..	No. Grade..	Total.....
January.....	34	18	.....	7	4	.....	2	.....	1	.....	.....	66
February.....	19	20	1	6	2	.....	.....	.....	.....	1	.....	49
March.....	26	35	.....	8	.....	.....	2	.....	.....	.....	.....	71
April.....	22	19	1	7	3	.....	.....	.....	.....	1	.....	53
May.....	24	2	2	11	1	.....	.....	.....	.....	1	.....	41
June.....	12	4	4	4	3	.....	.....	.....	7	2	.....	36
July.....	36	22	.....	6	.....	.....	.....	.....	.....	.....	.....	64
August.....	103	36	1	9	7	2	1	.....	.....	2	2	163
September.....	106	49	1	5	.....	.....	.....	.....	.....	1	.....	162
October.....	138	87	.....	3	1	.....	2	8	5	1	.....	245
November.....	85	17	.....	1	1	.....	.....	.....	.....	.....	.....	104
December.....	24	16	.....	6	6	3	2	.....	.....	1	.....	58
Totals.....	629	325	10	73	28	5	9	8	13	10	2	1,112



## INSPECTION ON ARRIVAL AT ST. JOSEPH, MO., 1899.

## CORN.

Months.	2 White	3 White	4 White	2 Corn	3 Corn	4 Corn	No. Grade	Total
January	3	2		15	1			21
February	1	2		25	9			37
March	1			27	4	7	1	40
April	6	1		26	4	2		39
May	2			29	1		1	33
June	5	1	1	43	1	3	3	57
July	19			30	2	1	1	53
August	56	4		36	1	8	1	106
September	8	2	1	31	7	5		54
October	5			9	6	2		22
November	6		1	42	32			81
December	16			85	27			128
Totals	128	12	3	398	95	28	7	671

## INSPECTION ON ARRIVAL AT ST. JOSEPH, MO., 1899.

Months.	Oats.							Rye.			
	2 White	3 White	4 White	2	3	4	No. gr's	Total ..	2	3	Total ..
January.....											
February.....	7	1			1			9			
March.....	1	3	1					5		1	1
April.....	1							1			
May.....		1						1			
June.....	1							1			
July.....					1		1	2		1	1
August.....											
September.....										1	1
October.....			1			1		2		2	2
November.....											
December.....	1	3						4		1	1
Total.....	11	8	2		2	1	1	25		6	6



## EXHIBIT

## RECEIPTS INTO STORE OF WHEAT DURING

Warehouse.	Totals.	2 Red W.	3 Red W.	4 Winter	Rej. W.	2 Hd. W.	3 Hrd.W.	4 Hrd.W.
	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.
Burlington Eleva'r	784,665 20	444,282	239,446 30	55,949 40	1,155 30	26,283 10	5,921	4,606 20
St. Louis.....	266,152 20	158,862 20	51,796 20	19,446	20,782 50	5,196 10	4,945 30	2,597 30
Farmers' Elevator.	745,683 10	298,883 10	192,681 30	146,312 10	21,756 10	46,098 50	6,301 40	1,217 40
Central B .....	157,039 50	57,677 10	30,638 10	7,337 50	1,479 20	2,266 30	20,486 10	21,216 10
Total wheat.....	1,953,540 40	959,704 40	514,560 30	229,045 40	45,173 50	79,844 40	37,654 20	29,637 40

## SHIPMENTS OF WHEAT DURING

Burlington Eleva'r	516,824	222,450 20	190,836	.....	.....	82,117 30	14,688	498 50
St. Louis.....	286,492	37,811 40	61,952	126,460 10	45,685 20	7,171 50	2,100	2,497 50
Farmers' elevator.	286,918 30	87,814 50	17,091 20	6,135 50	1,661 40	16,678	43,522 20	24,503 40
Central B.....	367,689 40	4,979 20	16,232 30	29,768 50	6,278 10	94,945 20	117,390 40	60,347 50
Total wheat....	1,457,924 10	353,056 10	286,111 50	162,364 50	53,625 10	200,912 40	177,701	87,848 10

“A.”

YEAR ENDING DECEMBER 30, 1899.

Rej. Hrd	2 S. spg.	3 Spring.	4 Spring.	Rej. Spg.	3 Mixed.	4 Mixed.	Scr'gs.	No. Gr	W'vy	3 W. W.
Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	B. lbs.	Bu. lbs.
1,152 50	.....	1,533 40	664 40	.....	2,796 30	873 30	.....	.....	.....	.....
472 50	.....	1,321 50	.....	.....	.....	655 10	75 50	.....	.....	.....
.....	655 30	6,962 40	7,919 50	1,883 50	.....	622 40	256	12,771 40	.....	322 40
5,695 10	4,634 40	1,808 30	.....	446 40	725 30	857 10	.....	1,455 10	764 20	.....
7,320 50	5,290 10	11,626 40	8,919 50	2,548 50	3,522	3,008 30	331 50	14,226 50	764 20	322 40

Wheat and rye, 37 bu. 10 lbs.

YEAR ENDING DECEMBER 30, 1899.

.....	3,482 30	552 30	.....	2,198 20	.....	.....	.....	.....	.....	.....
472 50	721 50	.....	.....	75 10	.....	700 40	655 10	88 40	75 50	23
843 20	655 30	4,236 30	1,468 50	212 40	18,706 40	62,456	622 40	.....	.....	308 40
12,526 10	7,780 10	13,145 10	.....	.....	.....	725 30	857 10	.....	.....	2,712 50
13,842 20	11,918 10	18,656	1,468 50	2,486 10	18,706 40	63,882 10	2,135	88 40	75 50	3,044 30



RECEIPTS INTO STORE OF OATS DURING YEAR ENDING DECEMBER 30, 1899.

Warehouse.	Totals.		2 White		3 White		4 White		No. 2.		No. 3.		No. 4.		No grade.		2 Color.		3 Color.		2 Northern.		Mixed.		
	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	
Burlington elevator	15,821	28							15,821	28															
St. Louis	133,069	12	12,292	20	55,649	22	11,026	28	31,492	36	10,298	14	4,895	00	1,285	30					6,109	12		130	10
Farmers' elevator	50,275	26	15,075	26	13,490	00	5,816	08	9,881	28	4,717	16			245	10					1,049	02			
Merchants' B																									
Union Depot																									
Central A																									
Central B	24,290	00			8,398	14	8,546	18	3,891	18											3,483	14			
Total oats	223,457	02	27,366	14	77,508	04	25,389	22	61,088	14	14,925	30	4,895	00	1,510	40					10,641	28		130	10

SHIPMENT OF OATS DURING YEAR ENDING DECEMBER 30, 1899.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Color.		3 Color.		2 Northern.		Mixed.		
	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	
Burlington elevator.....	37,743	24					1,453	04	32,778	14	2,535	10	954	12									22	16	
St. Louis.....	231,967	30	34,523	04	131,478	30	14,151	18	27,476	28	13,135	00	4,753	04	1,285	30	271	18			4,428	02	503	24	
Merchants' elevator.....	50,275	10	7,362	26	19,363	00	6,471	12	9,881	28	4,717	16			245	10	1,184	12			1,049	02			
Near Merchants' B.....																									
Union Depot.....																									
Central A.....																									
Central B.....	16,010	20			3,702	16	8,416	18	3,891	18															
Total oats.....	336,017	20	41,885	30	154,544	14	30,492	20	74,028	24	20,387	28	5,707	16	1,511	08	1,455	30			5,477	04		528	06

## EXHIBIT "D."

## RECEIPTS INTO STORE OF RYE DURING YEAR ENDING DECEMBER 30, 1899.

Warehouse.	Totals.	2	3	4
	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.
Burlington elevator.....	4,091 14	3,237 48	169 36	63 42
St. Louis.....	2,096 14	726 44	1,350 30	18 52
Farmers' elevator.....	697 28	.....	697 28	.....
Central B.....	928 52	928 52	.....	.....
Total rye.....	7,813 52	4,893 32	2,217 38	702 38

## SHIPMENTS OF RYE DURING YEAR ENDING DECEMBER 30, 1899.

Warehouse.	Totals.	2	3	4
	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.
Burlington elevator.....	990 ...	500 ...	490 ...	.....
St. Louis.....	2,096 14	726 44	1,350 30	18 52
Farmers' elevator.....	897 18	199 46	697 28	.....
Central B.....	928 52	928 52	.....	.....
Total rye.....	4,912 28	2,355 30	2,538 02	18 52

## EXHIBIT "E."

RECEIPTS INTO STORE OF BARLEY DURING YEAR ENDING  
DECEMBER 30, 1899.

Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
St. Louis.....	814 38	.....	.....	814 38
Farmers elevator.....	611 42	.....	.....	611 42
Union Depot.....	56,557 44	.....	55,991 12	566 32
Central B.....	20,475 40	3,546 12	16,929 28	.....
Total barley.....	78,460 20	3,546 12	72,920 40	1,993 16

SHIPMENTS OF BARLEY DURING YEAR ENDING DECEMBER  
30, 1899.

Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
St. Louis.....	814 38	.....	.....	814 38
Farmers' elevator.....	611 42	.....	.....	611 42
Union Depot.....	4,991 12	.....	4,991 12	.....
Central B.....	33,086 42	3,546 12	29,540 30	.....
Total barley.....	39,504 38	3,546 12	34,531 42	1,426 32



EXHIBIT "F."

						Bushels.
Total receipts of all kinds of grain for year ending December 30, 1899.....						7,509,869
Total shipments of all kinds of grain for year ending December 30, 1899.....						6,862,733
	Wheat bu.	Corn bu.	Oats bu.	Rye bu.	Barley bu.	
Received by rail.....	1,375,298	5,212,469	222,944	7,286	78,460	6,896,457
Received by river.....	315,905	15,850	513			332,268
Received by wagons.....	57,701			527		58,228
Received by re-insp.....	204,636	18,280				222,916
Shipped by rail.....	960,759	3,758,569	40,051	4,912	11,342	4,775,633
Shipped by river.....	234,730	1,119,555	77,323			1,431,608
Shipped by wagon.....	57,790	127,962	218,643		28,162	432,566
Shipped by re-insp.....	204,636	18,280				222,916
Balance grain in store Decem- ber 30, 1899.....	1,247,031	319,783	28,561	3,501	51,568	
Grand total of all kinds of grain in store December 30, 1899.....						1,651,132

1,823 cars of wheat, average number of bushels to the car.....	754
5,993 " corn, " " " " " ".....	870
179 " oats, " " " " " ".....	1,245
12 " rye, " " " " " ".....	607
78 " barley, " " " " " ".....	1,008
8,085	

EXHIBIT "D."

KANSAS CITY.

RECEIPTS INTO STORE OF RYE DURING YEAR ENDING  
DECEMBER, 1899.

Warehouse.	Totals.	2	3	Rejected.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Crescent elevator.....	3,794 54	1,552	1,231 14	1,011 40

SHIPMENTS OF RYE DURING YEAR ENDING DECEMBER,  
1899.

Warehouse.	Totals.	2	3	Rejected.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Crescent elevator.....	3,794 54	1,552	1,231 14	1,011 40

## EXHIBIT "B."

## KANSAS CITY.

RECEIPTS IN STORE OF CORN DURING YEAR ENDING DE-  
CEMBER, 1899.

Warehouse.	Totals.	2 White.	3 White.	4 White.	No. 2.	No. 3.
	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.
Crescent elevator.....	25,932 00	2,859 46	14,152 30	4,580 20	3,912 28	426 44

SHIPMENTS OF CORN DURING YEAR ENDING DECEMBER  
31, 1899.

Warehouse.	Totals.	2 White.	3 White.	4 White.	No. 2.	No. 3.
	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.	Bu. lbs.
Crescent elevator.....	25,932 00	2,859 46	14,152 30	4,580 20	3,912 28	426 44



## EXHIBIT "F."

## KANSAS CITY.

		Wheat.
		Bu. Lbs.
Total receipts of all kinds of grain for year ending December 31, 1899.....		708,733 19
Total shipments of all kinds of grain for year ending December 31, 1899.....		657,444 49
845 cars of wheat, average number of bushels to the car.....		802 06
33 cars of corn, average number of bushels to the car.....		786
6 cars of rye, average number of bushels to the car.....		632 42
Balance grain in store December 31, 1899, wheat.....	51,288 42	
Grand total of all kinds of grain in store December 31, 1899.....		51,288 42

## EXHIBIT "H."

SHOWING THE NUMBER OF CARS OF EACH KIND OF GRAIN RECEIVED INTO THE SEVERAL PUBLIC  
WAREHOUSES DURING YEAR ENDING DECEMBER 30, 1899—ST. LOUIS.

Warehouse.	Total.....	2 red winter...	3 red winter...	4 winter....	Rej. winter...	2 hard winter...	3 hard winter...	4 hard.....	Rej. hard.....	2 soft spring...	3 spring.....	4 spring.....	Rej. spring....	3 mixed.....	4 mixed.....	No grade.....	Screenings....	Weevily.....
Burlington elevator.....	834	366	334	74	2	27	9	10	2	.....	3	2	1	4	2	.....	.....	.....
St. Louis.....	144	40	43	20	23	6	5	3	1	.....	2	1	3	.....	1	.....	.....	.....
Farmers' elevator.....	639	186	142	150	29	56	15	1	.....	2	13	12	3	.....	1	20	2	.....
Central B.....	206	67	45	11	4	2	27	26	9	6	3	.....	.....	.....	1	3	.....	.....
Grand totals, wheat.....	1,823	639	571	255	58	91	56	40	12	8	21	12	4	4	5	23	21	21

## CORN.

Warehouse.	Totals.....	2 white.....	3 white.....	4 white.....	No. 2.....	No. 3.....	No. 4.....	No grade...	2 yellow...	3 yellow....	Kaffir.....
Burlington elevator.....	5,989	648	62	12	4,001	853	38	12	56	7	.....
St. Louis.....	82	21	37	.....	21	4	.....	.....	4	1	.....
Farmers' elevator.....	85	23	7	.....	17	5	.....	.....	1	.....	.....
Central B.....	127	77	15	23	23	6	.....	.....	3	1	.....
Grand totals, corn.....	5,993	769	86	49	4,092	868	41	12	64	9	3

## OATS.

Warehouse.	Totals.	2 White.	3 White.	4 White.	No. 2.	No. 3.	No. 4.	No. Grade.	2 Northern.
Burlington elevator.....	12	8	50	1	11	9	6	1	4
St. Louis.....	114	5	12	9	27	5	1	1	1
Farmers' elevator.....	36	8	5	6	8	6	1	1	1
Central B.....	17	13	67	21	52	14	6	1	5
Grand totals.....	179	13	67	21	52	14	6	1	5

## RYE.

## BARLEY.

Warehouse.	Totals.	No. 2.	No. 3.	No. 4.	Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected.
Burlington elevator.....	5	3	1	1	St. Louis.....	1	1	1	1
St. Louis.....	6	3	3	1	Farmers' elevator.....	1	1	1	1
Farmers' elevator.....	1	1	1	1	Union depot.....	54	53	17	1
Grand totals.....	12	7	4	1	Central B.....	22	5	17	1
					Grand totals.....	78	5	70	3

Grand total of all kinds of grain, 8,085.

EXHIBIT "G."

TOTAL GRAIN IN STORE IN ALL WAREHOUSES AT THE CLOSE OF BUSINESS, DECEMBER 30, 1899.

ST. LOUIS.  
WHEAT.

Warehouse.	Totals.		2 Red winter.		3 Red winter.		4 Winter.		Rej. winter.		2 Hard winter		3 Hard winter		4 Hard.		Rej. hard.	
	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.
Burlington.....	365,444	50	221,831	40	48,610	30	55,949	40	1,155	30	18,459	50	5,215	30	4,606	20	1,152	50
St. Louis.....	194,121	10	129,689	00	32,602	00	5,912	30	19,053	00	.....	.....	3,667	20	2,597	30	.....	.....
Farmers'.....	607,172	20	211,650	34	176,132	20	141,911	30	20,094	30	29,420	50	855	50	747	40	.....	.....
Merchants' B.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Union Depot.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Central A.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Central B.....	80,893	10	55,027	00	16,742	10	2,892	40	600	30	.....	.....	6	50	4,757	00	.....	.....
Grand totals, wheat.....	1,247,631	30	618,198	10	274,077	00	206,636	10	40,903	30	47,880	40	9,845	20	12,708	30	1,152	50

WHEAT—Continued.

Warehouse.	3 Spring.		4 Spring.		Rej. spring.		3 Mixed.		4 Mixed.		No grade.		Screenings.		Wheat & rye.		Weevily.		3 White wheat.	
	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bushels.	Bushels.	Bushels.	
Burlington.....	4,793	10	.....	.....	.....	.....	2,796	30	873	30	.....	.....	.....	.....	.....	.....	.....	.....	.....	
St. Louis.....	600	00	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Farmers'.....	4,068	10	7,451	00	1,671	10	.....	.....	.....	.....	12,493	00	356	00	37	20	.....	.....	322 40	
Merchants' B.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Union Depot.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Central A.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Central B.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	
Grand totals, wheat.	9,461	20	7,451	00	1,671	10	2,796	30	873	30	12,595	40	356	00	37	10	764	20	322 40	

## CORN.

Warehouse.	Totals.		2 White.		3 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Yellow.		Kaffir.	
	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.
Burlington.....	311,738	22	130,543	24	16,429	06	143,034	24	7,607	18	1,968	32	494	36	2,550	30		
St. Louis.....	5,472	34	5,472	34					534	36					753	32		
Farmers' B.....	2,572	26			513	50											770	20
Merchants' B.....																		
Union Depot.....																		
Central A.....																		
Central B.....																		
Grand totals, corn.....	319,783	26	145,036	02	16,943	00	143,034	24	8,201	54	1,968	32	494	36	3,304	06		770 20

## OATS

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		2 Northern	
	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.
Burlington.....												
St. Louis.....			9,082	06					9,082	06		
Farmers.....			11,190	22								
Union depot.....			8,753	30	123	08	2,322	16				
Central B.....			8,270	12								
					4,665	30	130				3,483	14
Grand totals, oats.....			28,561	08	8,753	30	2,452	16			9,082	06
												3,483 14

## RYE.

## BARLEY.

Warehouse.	Totals.		No. 2.		No. 3.		No. 4.		Warehouse.		Totals.		3 Spring.		Rejected.					
	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.	Bu.	lbs.			Bu.	lbs.	Bu.	lbs.	Bu.	lbs.				
Burlington .....	3,591	14	2,737	48	169	36	683	42	Union depot .....								51,566	32	51,000	566 32
Grand totals, rye.....	3,591	14	2,737	48	169	36	683	32									Grand totals, barley.....			



# EXHIBIT "C."

## RECEIPTS AND DISBURSEMENTS.

	Cash receipts	Pay-rolls.....	Expenses.....	Total expenditure.....	Bank balance on last day of each month..
December 31, 1898, balance on hand.....	\$11,684 17	.....	.....	.....	.....
1899.					
January .....	2,663 88	\$3,658 46	\$499 70	\$4,158 16	\$10,189 87
February .....	2,102 00	3,426 82	404 27	3,831 09	8,460 78
March.....	2,339 08	2,851 34	380 57	3,231 91	7,567 95
April.....	1,502 01	2,877 01	482 77	3,159 78	5,910 18
May.....	1,814 22	2,649 34	281 33	2,930 67	4,793 73
June.....	2,031 76	2,531 32	385 36	2,916 68	3,908 81
July .....	2,990 58	2,527 31	470 86	2,998 17	3,901 22
August.....	3,472 36	2,549 92	597 34	3,147 26	4,226 32
September .....	2,943 16	2,644 31	388 86	3,033 17	4,136 31
October .....	2,910 30	2,797 40	280 01	3,077 41	3,969 20
November .....	2,406 40	2,768 15	482 24	3,250 39	3,125 21
December.....	2,167 95	2,282 66	416 46	2,699 12	2,594 04
Totals.....	\$41,027 85	\$33,364 04	\$5,069 77	\$38,433 81	.....

## CORRESPONDENCE AND ACTION OF THE BOARD PERTAINING TO GRAIN INSPECTION DEPARTMENT.

The following letter was written January 26, 1899:

OFFICE OF THE CHIEF INSPECTOR OF GRAIN FOR THE STATE OF MISSOURI, }  
St. Louis, January, 26, 1899. }

W. L. Anderson, Esq., President Farmers' Elevator Co., City:

Dear Sir—Having been informed that your company or those that act for them have failed to pay over to the Chief Grain Inspector for the State of Missouri the inspection and weighing fees collected by your order on grain loaded out of the Farmers' Elevator since December 1, 1899, in spite of the fact that demand to pay has been made repeatedly by the chief inspector, we hereby respectfully inform you that we insist on a prompt accounting and payment of the fees in question, and if such fees are not paid over to the Chief Inspector, our duly authorized agent, within three days from date of this letter, we will proceed to collect same from the responsible officers of the company by suit brought in the courts of this State.

Under the arrangements made with all the managers of public warehouses in this city, these managers collect all fees on grain inspected, weighed and loaded out of their elevators. They simply act as voluntary agents and collectors for us, and the fees they receive or collect for us are a trust fund that they must keep inviolate and which they cannot use for any other purpose whatever except to pay it to the State Department for which it was collected. A failure to pay over, or a misappropriation of the funds so collected, would make the officers of the company personally liable for the payment of money, as well as breach of trust.

It will not do for your company to claim that they were the party for whom our inspections were made, and that we must look to the company's property to satisfy our claim, because your company is fully aware of the fact that it simply acts as our collector under an arrangement made with all public elevator companies, and we are in possession of evidence showing that they have collected fees in our name from D. Block and other grain firms.

In addition to the facts mentioned above, we beg to inform you also that this Board considers the fees on inspection and weighing to constitute as much of a State lien as taxes levied against your property.

Hoping you will give this matter your immediate attention, and turn over the money collected by you for us from the different parties for which grain was inspected out of your elevator within the time hereinbefore specified, we are,

Yours respectfully,

J. C. A. HILLER,  
Chief Inspector.

January 27, 1899—The matter referred to was referred to Attorney-General Crow, and the following received on reply:

STATE OF MISSOURI, LEGAL DEPARTMENT, }  
CITY OF JEFFERSON, January 27, 1899. }

Missouri Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—In your communication of January 27, 1899, you state that:

"First. Under an arrangement made by the Chief Grain Inspector the managers of public warehouses in St. Louis collect all fees on grain inspected, weighed and loaded out of their inspection warehouses. The managers act as voluntary agents for the Chief Inspector in the collection of such fees, and the fees so collected belong and should be paid to the Warehouse Department.

"Second. Since December 1, 1888, the inspection and weighing fees collected at the Farmers' Elevator in St. Louis, have not been paid over by the managers of said elevator, notwithstanding repeated demands have been made upon him by the Chief Inspector for such payments.

"Third. Would the claim of the manager of the said elevator, that the inspection and weighing, for which fees are due, were for the elevator company, and therefore the Department must look to that company for its fees, be a valid one, the Chief Inspector having evidence to show that such fees were collected, in the name of the Department, from various parties."

In reply to the third paragraph of your letter, I beg to say that the statute authorizes the Board of Railroad and Warehouse Commissioners to make proper rules and regulations for the government of the grain inspection department, and also a rule for the payment of inspecting grain, and if the department has a rule that holds the companies liable, instead of the managers, and this company has acquiesced in it heretofore, then I presume that the Farmers' Elevator of St. Louis, Missouri, would be liable for these fees.

Your letter is very indefinite on this point, however, in fact, gives no information whatever. If, however, the fees which have been habitually collected for grain inspected in the Farmers' Elevator from the individuals depositing the grain in the elevator instead of from the company, the matter might be different.

The next inquiry is as to whether or not the account of the Department for the fees for inspection and weighing, done at the Farmers' Elevator, would constitute a lien upon the property of said elevator, and in reply thereto I beg to say that I do not think it would.

The next inquiry is as follows: "Fifth. In the event of the refusal of the manager of the Farmers' Elevator to pay over the fees referred to on demand made by the Railroad and Warehouse Commissioners, have they the power to suspend all inspections and weighing at said elevator?"

In reply to this I beg to say that under this statute you have authority to provide rules for the regulation and management of the grain inspection business, and if you have a rule of which this Farmers' Elevator has notice that upon a failure to pay the fees referred to when demanded by the Railroad and Warehouse Commissioners, that the said Commissioners shall have the power to suspend all inspection and weighing at said elevator, then I presume you would have authority to so suspend inspection and weighing.

If you would write out the facts in this case and give them to me more fully I could, of course, give you more information. But as the statute leaves so much discretion in your hands and you state the facts so scantily, I am unable to give you any further information.

Very truly yours,

EDWARD C. CROW,  
Attorney-General.

January 28, 1899—The following was received:

Kansas City, Mo., Jan. 28, 1899.

To the Hon. Board of R. R. and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—Referring to the subject of grades of wheat at Kansas City, which we were granted the privilege of laying before you for consideration at your recent visit to this place, we wish briefly to write you that we may place for your better understanding and reflection, our desires and views upon the subject.

Under the system of grading wheat in the state of Kansas, the state from which the great preponderance of all the grain received in Kansas City comes, 53 lb. test weight, is all that is required to grade No. 2, and 55 lbs., No. 3; while in the State of Missouri, the same wheat, to test No. 2, must weigh 59 lbs., and No. 3 must test 56 lbs. Kansas City occupies the territory on both sides of an imaginary line. So far as our great foreign markets are concerned, the fact of two states and two cities, is not known, and sales are made on a basis of official inspection, and the inspection from either the State of Missouri or the State of Kansas is official, and sufficient to comply with the contract. It needs no argument to prove that under this state of affairs, the trader of this market, who has his elevator in the State of Missouri, and sells his grain

upon Missouri State inspection, is at a disadvantage, as compared with his fellow member and competitor, whose elevator happens to be located in the state of Kansas, to the amount of one pound per bushel, and thereby at least one cent a bushel. This disadvantage proves a great discrimination, and has well nigh rendered it impossible for grain dealers in the State of Missouri on this market, to remain in business, as against the dealer in the other state. The Board of Trade is located in the State of Missouri, and, as a consequence, is without influence or ability to effect anything in the state of Kansas. The dealers in the state of Kansas and the people in the state of Kansas, have found that it is much to their advantage to have the test weights as they are now in that state, because wheat of that test is readily accepted as No. 2 on either the markets of New Orleans or Galveston, and as a consequence a very large part of all the crop that would naturally come to Kansas City, and should be the legitimate product of trade on this market, never comes here, but goes direct to Galveston and New Orleans.

The test weight of any grade is purely a matter of agreement, and is arbitrary. It is no advantage or disadvantage, either to the buyer or seller, that the test weight should be 69 pounds or 58 pounds, but it of paramount importance to both the buyer and seller, that all persons dealing in the same market and in products from the same territory, should be dealing upon the same understanding and upon the same basis. This, we think, will be readily clear to you all. We are not suggesting that the test weight be reduced a pound, because the present rate is wrong, or that anybody will be deceived by the reduction, it is simply to bring all trades upon the same basis, and permit the people of Missouri to trade upon the same basis as the people in Kansas, in the same product, and be fair and untrameled competitors for the trade. It is the belief of the Board of Trade that it would be to the advantage of all concerned, and to the harm of nobody, if the question of test weight was abolished entirely, and wheat be graded, sold and bought purely upon its merits. This, we offer, however, as only a suggestion, and leave that to you to determine without our attempting to influence you in the matter. It has been observed that, in considering the question at St. Louis, parties interested objected to the reduction of the test weight. It is not clear to us why this objection is raised, as no reason for it appears in the published accounts, but we feel perfectly certain that it can harm St. Louis not any and certainly it will be a great advantage to the citizens of Missouri at Kansas City. We believe that the laws and regulations concerning trade ought to be adjusted, as nearly as possible, to meet the conditions and environments at the place where they shall be applied, and while the conditions at St. Louis may not require the reduction in the test weight, that is no reason why it would not be a proper transactions in grain between Kansas City and St. Louis, being upon the same basis by the reduction of the test weight in that market, the Board of Trade of Kansas City does not ask that the reduction should be made in that market. We ask to have no part of their affair, whatever, and while we take that view of it, we also want to say that we do not feel that the interests of St. Louis should govern in matters purely local, and of interest to Kansas City.

We will, therefore, only ask your Board to readjust the rules and regulations in this respect to apply to Kansas City. There will be no difficulty, whatever, in the transactions in grain between Kansas City and St. Louis being upon the same basis of a 59-pound test, if the people at that point so desire. That can be made a subject of private contract, but we do not feel that it is necessary to make an arbitrary rule to bring about that result that will ruin our market in dealing at other points in which St. Louis is not interested.

To recapitulate, we will just say that, in view of the conditions over which we have no control, and in order to place our citizens on a basis equal to the citizens of other states operating upon this market, we have most earnestly and most kindly to ask of you to readjust the regulations concerning the grading of wheat for Kansas City, and Kansas City only, and to place the test weight for No. 2 hard wheat at 58 pounds, and all minor grades upon the same basis, or remove the test weight entirely, and require the grain to be inspected upon its merits.

Very sincerely yours,

JOHN W. MOORE,

President Board Trade.

No change was made in inspection rules on grades at that time.

Creston, Ia., Feb. 25, 1899.

To the Honorable Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I have been in the grain business for the last ten years and have been on the road for past seven years for the firm of Ballard, Messmore & Co., of St. Louis, and being a citizen of the State, would like to see St. Louis a grain market. The outlet from there is good and the only drawback that I experience is in the weights. I find among the dealers a general complaint of shortage and a great many of them say that they would ship to St. Louis, as they like the commission men, but are robbed by the weigh masters. One Mr. A. Coppock, of LeRoy, Ia., shipped several cars of corn lately and it lost from 30 to 96 bushels to the car, while his corn to J. F. Harris at Burlington, Ia., over the same scales, held out. One Mr. F. Walker, of Gravity, told me yesterday that the last car of oats lost 51 bushels. I could name hundreds of just such cases of shortage, while the same shippers over same scales to Burlington and Chicago seldom have a shortage of 10 bushels. I hope you will do something to remedy this great evil.

Respectfully,

W. K. BOUDREAU,  
Ewing, Mo.

Referred to Chief Inspector Hiller, with instructions to promptly take up the matter complained of, and report as found proper. Mr. Hiller reported on March 1, that he would take up the complaint at once. His opinion was that most, if not all the shortage complained of, occurred at elevator or on tracks, where other than State weighers weighed the grain. Messmore and Ballard made no complaint, and the following was received from them:

St. Louis, Mo., March 1, 1899.

Mr. J. C. A. Hiller, Chief Inspector, St. Louis, Mo.:

Dear Sir—Referring to communications attached, we desire to say that Mr. W. K. Boudreau has been in our employ for a good many years as solicitor. This letter was written from Creston, Ia., after having worked the C., B. & Q. road to that town, and receiving a great many complaints of shortages in our market. This is nothing unusual, but we do not believe the Railroad and Warehouse Commissioners have jurisdiction over the weighing of grain outside of public warehouse or elevators. If they have, please advise us and we will give you a tabulated statement of shortages which have occurred in private warehouse and on track.

We have had very little grain unloaded in public warehouses on this side of the river for sometime. Their weights are not always good by any means, but we have no late complaints to make.

It seems to us that the Railroad and Warehouse Commissioners, if they have not, should have authority to compel railroad companies to have their own scales and weigh all stuff delivered on wagons in all their delivery yards in the market, at a nominal charge. We believe this would relieve us of these continual complaints of shortages, and would be of benefit, not only to the market and the shippers, but to the railroad companies as well.

We offer this as a suggestion, and if within the province of yourself, and the Railroad and Warehouse Commissioners, we are sure you will have the full support of every receiver in St. Louis.

Yours truly,

BALLARD MESSMORE & CO.

March 22, 1899—The following was received:

St. Louis, Mo., March 21, 1899.

Hon. Jos. Flory, Chairman, Jefferson City, Mo.:

Dear Sir—Believing your Honorable Board of Railroad Commissioners are willing at all times to receive any suggestions that may tend to the better protection of the interests of all shippers of grain to this market, I wish to call your attention

to the fact that shippers of grain to this market continue to complain bitterly against short weights, which occasionally are quite serious, and it is a serious drawback to the trade, and a source of great annoyance to receivers who are watching the interests of their shippers.

For instance, we make good sales which give satisfaction to the shipper and he is happy until he receives his returns, when he often finds that the shortage on his grain wipes out all of his anticipated profit, and he resolves to seek a market where he can rely on better weights. Now, we believe the managers of our elevators, track buyers, and millers in this market are as honest a class of merchants as can be found in any city in this wide world.

We are free to admit a great deal of the complaint of short weights originates from defective scales, carelessness in weighing and natural mistakes. This is more likely to occur at most points of shipment than at this end of the line, as scales are naturally taken better care of here than at small points, but this applies to other markets equally with ours. There is no question but what there are organized gangs of thieves who make their living by robbing cars, and that a large percentage of shortages arise from cars being robbed either by breaking the doors open, or by boring the bottom of cars.

There is also more or less loss by reckless switching of cars. I would especially call your attention to the robbing of cars by thieves while on tracks in or near the city. There is also without doubt more or less of this done at smaller points where grain is halted. We know our railroad agents here are anxious to afford all the protection possible to grain and merchandise while on their tracks, but the agent of a road employ sufficient number of private detectives to fully protect the property it would become so expensive, his superiors not realizing the importance of the work he was doing, would find serious fault with the expense account, although he was making money for the road by taking care of property.

There is, without a doubt, a great deal of business driven away on account of short weights, and as a matter of course, the railroad loses the haul and the merchants the profit on this grain that would otherwise come to this market.

I think the most feasible plan or way to properly protect grain while in out-laying yards, or on nearby sidings, is for the railroads to protect same by fences that would be difficult for the thieves to get over. In this way it would take a less number of private policemen to protect the property. We would also suggest that it would be a good plan, if feasible, to compel the city to detail sufficient police force to protect all property. Putting one or two men in a yard in a district where it is infested by dens of thieves too strong for one or two men to contend with, simply amounts to nothing, for the reason that they can rob cars while the watchman is in other parts of the yard, and furthermore, if the watchman should attempt to stop the thieves they would undoubtedly overpower him, and no watchman is ready to "pass in his checks" simply for the sake of protecting his employers property.

As a matter of course, the sealing of cars is good, so far as it goes, but seals, as protectors, are very deceptive, as thieves who understand their business know that it is much safer to bore through the bottom of the car than to try to open the door, as they are less liable to detection, and besides when they have drawn out of the car all the grain they can carry, it is a very simple matter to plug the hole.

The car is pulled out and no one is the wiser until the grain is unloaded and weighed, when the shortage shows up, then the question is thrown back on the weighers. The terminal weigher claims he is right, the country weigher contends he is right, yet the discrepancy exists, and the grain has disappeared, and a long and tedious investigation results in nothing but disappointment so far as locating the shortage, and if the seals are reported in good order, the shipper concludes that the mistake in weighing is made by the buyer, or that he stole the grain.

Now, if your Honorable Board will take this matter up and force a better protection to the grain handlers in this market, it will certainly be most highly appreciated by all.

Your very truly,

JAS. S. McCLELLAN.

Answered by Commissioner Flory, that the Commission was jointly interested with the grain interests of St. Louis, in making the grain inspection there as efficient as any in the United States. It will be understood that it was impossible for the Board to have personal supervision over all its employes, but it was the desire of the Commissioners that all patrons of the department promptly advise the Board of any inefficiency or neglect of duty on the part of any of its employes, and also to give the Board specific statements of shortage in weights, so that whatever the cause, the evil could be corrected. The law of the State as of course is understood, does not apply excepting to public warehouses, and does not apply on wagon tracks.

March 25—The following as received:

St. Louis, Mo., March 24, 1899.

Hon. Jos. Flory, Chairman Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Your valued favor of March 22nd at hand and contents noted, and I am very much pleased to hear from you, and especially with your prompt answer, but it appears to me that you misunderstand the subject matter of my letter. To the best of my knowledge and information, your department here is giving entire satisfaction in every respect, so my letter has no reference to them whatsoever.

So far as I know, your employes are giving the most careful attention to their respective duties, but the question I am aiming at is entirely beyond their control. My intent on behalf of ourselves and the general trade is to see if something cannot be done for the better protection of grain while in transit and on tracks or sidings here, or at outlying yards.

As indicated in my letter of the other day, this question of short weight is a great drawback to the trade here both in St. Louis and East St. Louis. As a matter of course, you have nothing to do with East St. Louis, but we mention East St. Louis to inform you that the state of affairs in Illinois district is no better than in St. Louis.

We sell our grain to good, responsible parties here where it is carefully weighed, and the grain is shipped by good, responsible parties who weigh as correctly as they know how. This being true that the grain is carefully weighed at both ends of the line and there is found to be in many cases an excessive loss in weight clearly indicates that cars have been robbed while in transit or while on sidetracks here.

We have but very little complaint of short weights on either oats or corn, but a great many on wheat. Now, this may be accounted for in two ways. If there should be a leak in the car, wheat would waste out where corn and oats would not, and the fellows who do the robbing or stealing of cars here are smart enough to take that which is of the most value, and, furthermore, they can bore through the bottom of the car and draw off all the wheat they can carry, as wheat will run freely through a hole that corn or oats would not, and if it is within your power to insist on the better protection of grain while in transit or on tracks in the city or suburbs, you will confer a great favor on the trade by doing so, for we assure you it is anything but pleasant to spend money soliciting trade and induce shippers to send their grain to our market and have them driven off on account of short weights.

Another indication of the robbing of cars is that in nearly every instance where grain is delayed in transporting or switching from point to point in the city, it is almost sure to be excessively short. Now, this is just as true of outbound stuff as of inbound.

Now, to illustrate; we had some grain come through from Atchison on quick time, say about two days, and some other cars that were delayed and took about six days between Atchison and St. Louis. The grain that came through promptly averaged a shortage of about a little over 100 pounds to the car. The grain that was delayed was short about 1,000 to 1,100 pounds to the car.

Now, if there is any way of bringing about a better state of affairs in this respect, we are determined to bring it about.

Knowing that you are anxious to protect the general trade of the State we thought it just to your Honorable Board to call your attention to the matter, knowing that it was in your power to force a better protection to grain while in transit or process of handling, you would do so, but unless this meets with your approval, we would prefer that you refer the matter back to us and we will then see if we cannot stir up the trade here so as to bring about a united action to force railroads, terminal companies, etc., to do their duty.

This matter could be brought up through Mr. Vanlandingham as the local representative of the Merchants Exchange, but it is a matter of so great importance, I believe, that it properly should originate with the Railroad Commissioners.

Kindly give us your views in regard to this matter, as I do not ask you to do anything that is not strictly agreeable, and within the bounds of your authority as Railroad Commissioners.

Yours very truly,

JAS. S. MCLELLAN.

Answered by Commissioner Flory, that the meaning of the foregoing communication was fully understood, and that the Department realized the importance attached to the question of leakage, stealage etc., but just how to prevent the evils, was a difficult problem. It is entirely beyond the jurisdiction of the Board. The recommendation that Commissioner Vanlandingham and the dealers take the matter up jointly was fully approved, and the Commissioners in that event will aid in every possible way. The suggestion, that railroads at terminals agree to fence their yards is a good one, and would in a measure prevent stealing of grain from cars on track.

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April 6—Letter was received from Chief Inspector Hiller, with following enclosure:

CHIEF INSPECTOR OF GRAIN FOR THE STATE OF MISSOURI, )  
ST. LOUIS, April 17, 1899. }

To the Arbitration Committee for Kansas City, Mo., Kansas City, Mo.:

Gentlemen—Having just been informed that your Honorable Committee has reversed the grading of four cars of wheat reviewed by Supervising Inspector Upshulte, samples of which were shown to me, I beg leave to inform you that I shall lay all the facts in the case before the Warehouse Commissioners at Jefferson City, and ask them for a proper construction of the rules governing inspection and reviews by committee.

While assuring you of my personal regard and esteem, and without in the least questioning your judgment in this or any other matter, I nevertheless feel it my duty to inform you that the difference of opinion about the proper construction of the rules, and the standard for grading, between the Inspection Department and your Honorable Committee was so great that some action by the Commissioners is necessary to bring about more harmonious results. While convinced beyond the shadow of a doubt that the Inspector was clearly as liberal in the grading as he could possibly be, and that a strict construction of the rules would have placed the wheat in the rejected grade, and though I am upheld in that opinion by as good experts as live in our country, yet I know it is human to err, and to preclude the possibility of the public suffering through my errors, I shall invoke a decision of the highest authority for that purpose in the State Government.

I beg leave to serve this notice on you for the purpose that we may have a fair and open airing of this matter, and I shall cheerfully abide the result.

Very respectfully,

J. C. A. HILLER,  
Chief Inspector.



April 24—The following action was taken by the Board:

April 24, 1899.

To whom it may concern:

The following action was today taken by the Railroad and Warehouse Commissioners of Missouri, regarding the inspection of grain:

It is ordered by the Board, that Rule three, page 15 of "Rules and Regulations governing Grain Inspection," be and is hereby amended by adding the following:

"In case any member of the Arbitration Committee is either directly or indirectly interested in the selling or handling of the grain on which the appeal is taken, he shall be disqualified to serve on said appeal, and the other two members of the Committee, if they cannot agree on the merits of the appeal, shall have the power to name some other disinterested person instead of the members disqualified. When two members are either disqualified for the reason mentioned above, or absent or otherwise unable to serve, then the Chief Inspector or his deputy shall name one person, and the parties appealing shall name the other person who shall act with the remaining qualified member of the Committee. In case an appeal is taken on grain loaded out from a warehouse no person connected with the control or management of such warehouse shall be allowed to serve on such appeal.

"The provisions of the foregoing amendment shall take effect, and be in force in ten days after the date thereof."

A true copy from the journal of the official proceedings of the Railroad and Warehouse Commissioners, as appears of record in the office at Jefferson City, the day and date first above written.

Attest:

JAMES HARDING, Secretary.

June 27—The Board, after careful investigation and conferences with grain dealers and shippers at St. Louis and Kansas City, made the following order:

OFFICE OF THE RAILROAD AND WAREHOUSE COMMISSIONERS FOR THE STATE OF MISSOURI, )  
JEFFERSON CITY, MISSOURI, June 27, 1899. }

#### NOTICE OF CHANGE IN GRAIN INSPECTION RULES.

Taking effect July 10, 1899, the following changes will be made in the rules governing the inspection of wheat in this State:

First—The words "or red and white mixed," shall be eliminated from the rule regulating the inspection of No. 3, Red.

Second—The grade of No. 4 Winter is abolished, and a new grade of No. 4 Red established in lieu thereof; the rule for the new grade to read as follows: "To be thin, bleached, or tough red winter wheat, reasonably sound and unfit to grade No. 3 Red."

Third—The rules for grading Rejected Winter Wheat shall be classified as either Rejected Red or Rejected White Winter, according to its variety.

Fourth—The word “tough” shall be inserted in the rules for grading No. 4 Hard Winter Wheat.

Fifth—The test weight for No. 2 Spring Wheat shall be 57 pounds, or more, per measured bushel.

Sixth—A new grade of No. 4 Spring is hereby established with the following rules for grading: “All Spring Wheat not dry or sound enough, or too thin, bleached, shrunken or dirty, to grade No. 3 Spring.”

Seventh—A new grade of No. 4 White Spring is established, with rules corresponding to No. 4 Spring, except that the grain shall be of White Spring Wheat variety.

Eighth—The first two paragraphs classifying mixed wheat are repealed, and the following classification shall be made in lieu thereof: “All mixtures of Spring and Soft and Hard Winter Wheat shall be classed as Mixed Wheat, and graded as follows:”

Ninth—A new grade of No. 4 Mixed Wheat is established with rules corresponding to those for No. 4 of other classes of wheat.

Tenth—The figure “3,” where it appears in the rules for grading Rejected Spring Wheat and Mixed Wheat shall be eliminated and the figure “4” put in place of it.

Eleventh—The following new rule is hereby made and ordered to take effect: “Each inspector shall ascertain as near as practicable the weight per measured bushel of every lot of wheat inspected by him, and note the same on his report, but he shall not be held responsible for variations in weight that may occur on re-inspection, unless negligence or fraud can be shown against him.”

All rules conflicting with these changes are hereby repealed.

By order of the Board.

JOSEPH FLORY, Chairman.



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